

**Commonwealth
Edison Company**

ELECTRICITY

**ILL. C. C. No. 10
Original Title Sheet
(Canceling ILL. C. C. No. 4 In Its Entirety and
Canceling ILL. C. C. No. 9 In Its Entirety)**

**SCHEDULE OF RATES
FOR
ELECTRIC SERVICE**

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PRELIMINARY STATEMENT

TERRITORY TO WHICH THIS SCHEDULE OF RATES IS APPLICABLE.

This Schedule exhibits tariffs of Commonwealth Edison Company for providing electric service in the cities and villages listed herein, as well as the unincorporated contiguous territory.

HOW THE COMPANY'S SERVICE CAN BE OBTAINED.

Subject to the conditions of service stated in this Schedule of Rates, any prospective customer can obtain service by first making application, or by signing a contract in certain cases, for the particular service desired. The Company may, in accordance with the provisions of 83 Illinois Administrative Code Part 280 as in effect from time to time, require the applicant to make a deposit to establish credit. Except as otherwise stated in this Schedule of Rates, an applicant for service must at its own expense equip its premises with such wiring and other electrical equipment as may be necessary for the utilization of the electricity supplied and/or delivered by the Company.

SERVICE TO WHICH RATES APPLY.

The tariffs specified in this Schedule of Rates apply only to the use of electricity of such form as is regularly furnished by the Company in the locality in which the premises to be served is situated.

**CITIES AND VILLAGES AND THE UNINCORPORATED CONTIGUOUS TERRITORY
TO WHICH THIS SCHEDULE OF RATES IS APPLICABLE**

(Except as Otherwise Stated)

City or Village	County
Addison.....	DuPage
Adeline.....	Ogle
Algonquin.....	McHenry
Alsip.....	Cook
Amboy.....	Lee
Antioch.....	Lake
Apple River.....	Jo Daviess
Arlington Heights.....	Cook
Aroma Park.....	Kankakee
Ashton.....	Lee
Aurora.....	Kane
Bannockburn.....	Lake
Barrington.....	Cook & Lake
Barrington Hills.....	Cook
Bartlett.....	Cook
Beach Park.....	Lake
Bedford Park.....	Cook
Beecher.....	Will
Bellwood.....	Cook
Belvidere.....	Boone
Bensenville.....	DuPage
Benson.....	Woodford
Berkeley.....	Cook
Berwyn.....	Cook
Bloomington.....	DuPage
Blue Island.....	Cook
Bolingbrook.....	Will
Bonfield.....	Kankakee
Bourbonnais.....	Kankakee
Braceville.....	Grundy
Bradley.....	Kankakee
Braidwood.....	Will
Bridgeview.....	Cook
Broadview.....	Cook
Brookfield.....	Cook
Buckingham.....	Kankakee
Buffalo Grove.....	Lake & Cook
Bull Valley.....	McHenry
Burbank.....	Cook
Burlington.....	Kane
Burnham.....	Cook
Burr Ridge.....	DuPage
Byron.....	Ogle

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**CITIES AND VILLAGES AND THE UNINCORPORATED CONTIGUOUS TERRITORY
TO WHICH THIS SCHEDULE OF RATES IS APPLICABLE**

(Except as Otherwise Stated)

City or Village	County
Cabery	Ford & Kankakee
Calumet City	Cook
Calumet Park	Cook
Campus.....	Livingston
Capron	Boone
Carbon Hill.....	Grundy
Carol Stream.....	DuPage
Carpentersville.	Kane
Cary.....	McHenry
Cedarville.....	Stephenson
+ Central City.....	Grundy
Channahon.....	Will
Cherry Valley.....	Winnebago
Chicago.....	Cook
Chicago Heights.....	Cook
Chicago Ridge	Cook
Cicero.....	Cook
Clarendon Hills.	DuPage
Coal City.....	Grundy
Coleta.....	Whiteside
Compton.....	Lee
Cornell.....	Livingston
Cortland.....	DeKalb
Country Club Hills	Cook
Countryside.	Cook
Crest Hill.....	Will
Crestwood.	Cook
Crete.....	Will
Crystal Lake	McHenry

+ This municipality has had no functioning government to grant the Company an ordinance during periods in which electric service has been rendered.

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(Continued from Sheet No. 6)

**CITIES AND VILLAGES AND THE UNINCORPORATED CONTIGUOUS TERRITORY
TO WHICH THIS SCHEDULE OF RATES IS APPLICABLE**

(Except as Otherwise Stated)

City or Village	County
Dakota.....	Stephenson
Dana	LaSalle
Darien.....	DuPage
Davis.....	Stephenson
Davis Junction.	Ogle
Deerfield.....	Lake
Deer Grove.....	Whiteside
Deer Park.....	Lake
DeKalb.....	DeKalb
DesPlaines	Cook
Diamond.....	Grundy
Dixmoor.	Cook
Dixon.....	Lee
Dolton.....	Cook
Downers Grove.....	DuPage
Durand.....	Winnebago
Dwight.	Livingston
Earlville.....	LaSalle
East Brooklyn.....	Grundy
East Dundee.....	Kane
East Hazel Crest.....	Cook
Elburn.....	Kane
Elgin.....	Cook & Kane
Elk Grove Village.....	Cook
Elmhurst.....	DuPage
Elmwood Park.....	Cook
Elwood.....	Will
Emington.....	Livingston
Erie.....	Whiteside
Essex.....	Kankakee
Evanston.....	Cook
Evergreen Park.....	Cook

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**CITIES AND VILLAGES AND THE UNINCORPORATED CONTIGUOUS TERRITORY
TO WHICH THIS SCHEDULE OF RATES IS APPLICABLE**

(Except as Otherwise Stated)

City or Village	County
Flossmoor.....	Cook
Ford Heights.....	Cook
Forest Park.....	Cook
Forest View.....	Cook
Forreston.....	Ogle
Fox Lake.....	Lake
Fox River Grove.....	McHenry
Fox River Valley Gardens.....	McHenry
Frankfort.....	Will
Franklin Grove.....	Lee
Franklin Park.....	Cook
Freeport.....	Stephenson
Fulton.....	Whiteside
Gardner.....	Grundy
Genoa.....	DeKalb
German Valley.....	Stephenson
Gilberts.....	Kane
Glencoe.....	Cook
Glendale Heights.....	DuPage
Glen Ellyn.....	DuPage
Glenview.....	Cook
Glenwood.....	Cook
Godley.....	Grundy & Will
Golf.....	Cook
Grand Ridge.....	LaSalle
Grant Park.....	Kankakee
Grayslake.....	Lake
Green Oaks.....	Lake
Greenwood.....	McHenry
Gurnee.....	Lake

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**CITIES AND VILLAGES AND THE UNINCORPORATED CONTIGUOUS TERRITORY
TO WHICH THIS SCHEDULE OF RATES IS APPLICABLE**

(Except as Otherwise Stated)

City or Village	County
Hainesville	Lake
Hampshire.....	Kane
Hanover Park.....	Cook
Harmon.....	Lee
Harvard.....	McHenry
Harvey.....	Cook
Harwood Heights.....	Cook
Hawthorn Woods.....	Lake
Hazel Crest.....	Cook
Hebron.....	McHenry
Herscher.....	Kankakee
Hickory Hills	Cook
Highland Park.....	Lake
Highwood	Lake
Hillside.....	Cook
Hinckley	DeKalb
Hinsdale.....	Cook & DuPage
Hodgkins.....	Cook
Hoffman Estates.....	Cook
Holiday Hills.....	McHenry
Hometown.....	Cook
Homewood.....	Cook
Hooppole.....	Henry
Hopkins Park	Kankakee
Huntley.....	McHenry

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**CITIES AND VILLAGES AND THE UNINCORPORATED CONTIGUOUS TERRITORY
TO WHICH THIS SCHEDULE OF RATES IS APPLICABLE**

(Except as Otherwise Stated)

City or Village	County
Indian Creek.....	Lake
Indian Head Park.....	Cook
Inverness.....	Cook
Irwin.....	Kankakee
Island Lake.....	Lake & McHenry
Itasca.....	DuPage
Johnsburg.....	McHenry
Joliet.....	Will
Justice.....	Cook
Kangley.....	LaSalle
Kankakee.....	Kankakee
Kempton.....	Ford
Kenilworth.....	Cook
Kildeer.....	Lake
Kingston.....	DeKalb
Kinsman.....	Grundy
Kirkland.....	DeKalb

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**CITIES AND VILLAGES AND THE UNINCORPORATED CONTIGUOUS TERRITORY
TO WHICH THIS SCHEDULE OF RATES IS APPLICABLE**

(Except as Otherwise Stated)

City or Village	County
LaGrange.....	Cook
LaGrange Park.....	Cook
Lake Barrington.....	Lake
Lake Bluff.....	Lake
Lake Forest.....	Lake
Lake-In-The-Hills.....	McHenry
Lakemoor.....	McHenry
Lake Villa.....	Lake
Lakewood.....	McHenry
Lake Zurich.....	Lake
Lanark.....	Carroll
Lansing.....	Cook
Leaf River.....	Ogle
Lee.....	DeKalb & Lee
Leland.....	LaSalle
Lemont.....	Cook
Lena.....	Stephenson
Leonore.....	LaSalle
Libertyville.....	Lake
Lily Lake.....	Kane
Lincolnshire.....	Lake
Lincolnwood.....	Cook
Lindenhurst.....	Lake
Lisbon.....	Kendall
Lisle.....	DuPage
Lockport.....	Will
Lombard.....	DuPage
Long Grove.....	Lake
Long Point.....	Livingston
Lostant.....	LaSalle
Loves Park.....	Winnebago
Lyndon.....	Whiteside
Lynwood.....	Cook
Lyons.....	Cook

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(Continued from Sheet No. 11)

**CITIES AND VILLAGES AND THE UNINCORPORATED CONTIGUOUS TERRITORY
TO WHICH THIS SCHEDULE OF RATES IS APPLICABLE**

(Except as Otherwise Stated)

City or Village	County
Machesney Park.....	Winnebago
Malta.....	DeKalb
Manhattan.....	Will
Manteno.....	Kankakee
Maple Park.....	Kane
Marengo.....	McHenry
Markham.....	Cook
Matteson.....	Cook
Maywood.....	Cook
Mazon.....	Grundy
McCook.....	Cook
McCullom Lake.....	McHenry
McHenry.....	McHenry
Melrose Park.....	Cook
Mendota.....	LaSalle
Merrionette Park.....	Cook
Mettawa.....	Lake
Midlothian.....	Cook
Milledgeville.....	Carroll
Minonk.....	Woodford
Minooka.....	Grundy
Mokena.....	Will
Momence.....	Kankakee
Monee.....	Will
Montgomery.....	Kane
Morris.....	Grundy
Morrison.....	Whiteside
Morton Grove.....	Cook
Mount Morris.....	Ogle
Mount Prospect.....	Cook
Mundelein.....	Lake

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**CITIES AND VILLAGES AND THE UNINCORPORATED CONTIGUOUS TERRITORY
TO WHICH THIS SCHEDULE OF RATES IS APPLICABLE**

(Except as Otherwise Stated)

City or Village	County
Nelson.....	Lee
New Lenox.....	Will
New Millford.....	Winnebago
Niles.....	Cook
Nora.....	Jo Daviess
Norridge.....	Cook
North Aurora.....	Kane
North Barrington.....	Lake
Northbrook.....	Cook
North Chicago.....	Lake
Northfield.....	Cook
Northlake.....	Cook
North Riverside.....	Cook
Oak Brook.....	DuPage
Oakbrook Terrace.....	DuPage
Oak Forest.....	Cook
Oak Lawn.....	Cook
Oak Park.....	Cook
Oakwood Hills.....	McHenry
Odell.....	Livingston
Ohio.....	Bureau
Old Mill Creek.....	Lake
Olympia Fields.....	Cook
Orangeville.....	Stephenson
Oregon.....	Ogle
Orland Hills.....	Cook
Orland Park.....	Cook
Oswego.....	Kendall

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**CITIES AND VILLAGES AND THE UNINCORPORATED CONTIGUOUS TERRITORY
TO WHICH THIS SCHEDULE OF RATES IS APPLICABLE**

(Except as Otherwise Stated)

City or Village	County
Palatine.....	Cook
Palos Heights.....	Cook
Palos Hills.....	Cook
Palos Park.....	Cook
Park City.....	Lake
Park Forest.....	Cook & Will
Park Ridge.....	Cook
Paw Paw.....	Lee
Pearl City.....	Stephenson
Pecatonica.....	Winnebago
Peotone.....	Will
Phoenix.....	Cook
Pingree Grove.....	Kane
Plainfield.....	Will
Plano.....	Kendall
Polo.....	Ogle
Pontiac.....	Livingston
Poplar Grove.....	Boone
Posen.....	Cook
Prairie Grove.....	McHenry
Prophetstown.....	Whiteside
Prospect Heights.....	Cook

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**CITIES AND VILLAGES AND THE UNINCORPORATED CONTIGUOUS TERRITORY
TO WHICH THIS SCHEDULE OF RATES IS APPLICABLE**

(Except as Otherwise Stated)

City or Village	County
Ransom.....	LaSalle
Reddick.....	Kankakee & Livingston
Richmond.....	McHenry
Richton Park.....	Cook
Ridott.....	Stephenson
Riverdale.....	Cook
River Forest.....	Cook
River Grove.....	Cook
Riverside.....	Cook
Riverwoods.....	Lake
Robbins.....	Cook
Rock City.....	Stephenson
Rockdale.....	Will
† Rock Falls.....	Whiteside
Rockford.....	Winnebago
Rolling Meadows.....	Cook
Romeoville.....	Will
Roscoe.....	Winnebago
Roselle.....	DuPage
Rosemont.....	Cook
Round Lake.....	Lake
Round Lake Beach.....	Lake
Round Lake Heights.....	Lake
Round Lake Park.....	Lake
Rutland.....	LaSalle

† . Denotes that the Company serves only certain nonresidential customers in this municipality.

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**CITIES AND VILLAGES AND THE UNINCORPORATED CONTIGUOUS TERRITORY
TO WHICH THIS SCHEDULE OF RATES IS APPLICABLE**

(Except as Otherwise Stated)

City or Village	County
St. Anne.....	Kankakee
Sandwich.....	DeKalb
Sauk Village.....	Cook
Saunemin.....	Livingston
Scales Mound.....	Jo Daviess
Schaumburg.....	Cook
Schiller Park.....	Cook
Seneca.....	LaSalle
Shabbona.....	DeKalb
Shannon.....	Carroll
Shorewood.....	Will
Skokie.....	Cook
Sleepy Hollow.....	Kane
Somonauk.....	DeKalb
South Barrington.....	Cook
South Chicago Heights.....	Cook
South Elgin.....	Kane
South Holland.....	Cook
South Wilmington.....	Grundy
Spring Grove.....	McHenry
Steger.....	Cook & Will
Sterling.....	Whiteside
Steward.....	Lee
Stickney.....	Cook
Stillman Valley.....	Ogle
Stockton.....	Jo Daviess
Stone Park.....	Cook
Streamwood.....	Cook
Streator.....	LaSalle & Livingston
Sublette.....	Lee
Sugar Grove.....	Kane
Summit.....	Cook
Sun River Terrace.....	Kankakee
Sycamore.....	DeKalb
Symerton.....	Will

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(Continued from Sheet No. 16)

**CITIES AND VILLAGES AND THE UNINCORPORATED CONTIGUOUS TERRITORY
TO WHICH THIS SCHEDULE OF RATES IS APPLICABLE**

(Except as Otherwise Stated)

City or Village	County
Tampico.....	Whiteside
Third Lake.....	Lake
Thornton.....	Cook
Tinley Park.....	Cook
Toluca.....	Marshall
Tonica.....	LaSalle
Tower Lakes.....	Lake
Union.....	McHenry
Union Hill.....	Kankakee
University Park.....	Will & Cook
Vernon Hills.....	Lake
Verona.....	Grundy
Villa Park.....	DuPage
Virgil.....	Kane
Volo.....	Lake

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(Continued from Sheet No. 17)

**CITIES AND VILLAGES AND THE UNINCORPORATED CONTIGUOUS TERRITORY
TO WHICH THIS SCHEDULE OF RATES IS APPLICABLE**

(Except as Otherwise Stated)

City or Village	County
Wadsworth.....	Lake
Walnut.....	Bureau
Warren.....	Jo Daviess
Warrenville.....	DuPage
Waterman.....	DeKalb
Wauconda.....	Lake
Waukegan.....	Lake
Wayne.....	DuPage
Wenona.....	Marshall
West Brooklyn.....	Lee
Westchester.....	Cook
West Chicago.....	DuPage
West Dundee.....	Kane
Western Springs.....	Cook
Westmont.....	DuPage
Wheaton.....	DuPage
Wheeling.....	Cook
Willow Springs.....	Cook
Willowbrook.....	DuPage
Wilmette.....	Cook
Wilmington.....	Will
Winfield.....	DuPage
Winnebago.....	Winnebago
Winslow.....	Stephenson
Winthrop Harbor.....	Lake
Wonder Lake.....	McHenry
Wood Dale.....	DuPage
Woodridge.....	DuPage
Woodstock.....	McHenry
Worth.....	Cook
Yorkville.....	Kendall
Zion.....	Lake

**RATE BES
BASIC ELECTRIC SERVICE**

APPLICABILITY.

This tariff is applicable to any retail customer (a) using electric service for which the Company is providing bundled electric service; (b) to which the Residential Customer Group, Watt-Hour Customer Group, Demand Customer Group, Dusk to Dawn Lighting Customer Group, or General Lighting Customer Group, as defined in the Supply Groups section of the Retail Customer Categorizations part of the General Terms and Conditions of the Company's Schedule of Rates, is applicable, or would be applicable based upon the Company's judgment with respect to such retail customer's expected electric power and energy requirements; and (c) that meets the prerequisites of service, as applicable, provided in the Prerequisites of Service section of this tariff.

Service hereunder is not applicable to a retail customer to which the Self-Generating Customer Group or the Competitively Declared Customer Group is applicable.

Notwithstanding the aforementioned provisions of this Applicability section, service hereunder is not applicable to any retail customer that elects to be served, and during such time that service is taken, under Rate BESH - Basic Electric Service Hourly Pricing (Rate BESH) or Rate RDS - Retail Delivery Service (Rate RDS).

DEFINITIONS.

Definitions of terms used in this tariff are provided in the Definitions part of the General Terms and Conditions of the Company's Schedule of Rates.

PREREQUISITES OF SERVICE.

For a situation in which a retail customer requesting service hereunder is currently receiving service from the Company under a different tariff, such retail customer must fulfill all obligations, except timely payment for service, for which it is responsible under such other tariff prior to terminating service under such other tariff and commencing service hereunder.

NATURE OF SERVICE.

Bundled Electric Service

Bundled electric service is the provision to the retail customer of electric power and energy by the Company in accordance with the terms of this Bundled Electric Service subsection. Such provision includes (1) procurement of all the component services the Company requires to meet retail customer instantaneous electric power and energy requirements at any given time under the Company's tariffs, applicable tariffs on file with the Federal Energy Regulatory Commission (FERC), and other applicable law, including, without limitation, all required electric energy, energy to satisfy losses, electric generation capacity, volumetric risk management, transmission services, ancillary transmission services, renewable energy resources, administrative services, and other necessary services procured by the Company; (2) delivery of the electric power and energy via the Company's distribution facilities, including the provision of reactive power and voltage support using distribution facilities, at the rates and subject to the terms, conditions, and limitations provided for in the Company's tariffs on file with the Illinois Commerce Commission (ICC); and (3) the Company's standard metering and billing that are necessary to permit eligible retail customers to receive service hereunder as permitted by law and by tariffs approved by the ICC and the FERC. No component of bundled electric service may be provided to a retail customer by a third party, and components of this bundled electric service are not available separately from the Company under this tariff.

(Continued on Sheet No. 20)

**RATE BES
BASIC ELECTRIC SERVICE**

(Continued from Sheet No. 19)

NATURE OF SERVICE (CONTINUED).

Electrical Characteristics of Service

The electrical characteristics of the bundled electric service provided to a retail customer served hereunder are comparable to the electrical characteristics of the electric power and energy provided or delivered to other retail customers taking service under other tariffs included in the Company's Schedule of Rates. Such characteristics are described in the Electrical Characteristics section of the Nature of Service part of the General Terms and Conditions of the Company's Schedule of Rates.

Service and Facilities

Standard service and distribution and meter-related facilities provided by the Company for a retail customer served hereunder are determined in accordance with the provisions of the General Terms and Conditions and other applicable tariffs in the Company's Schedule of Rates.

Notwithstanding the preceding provisions of this Service and Facilities subsection, if larger, more, or different services or distribution or meter-related facilities than those needed to provide standard electric service to the retail customer are in place, required or requested by the retail customer, and such services or facilities are reasonably and technically feasible, and can be furnished, installed, operated, replaced, and maintained with no significant adverse impact on the Company's system with respect to reliability or efficiency, such services or facilities are furnished, installed, owned, operated, replaced, and maintained by the Company, provided the Company is allowed to recover from the retail customer the costs of furnishing, installing, owning, operating, replacing, and maintaining such services or facilities in accordance with its provisions for providing nonstandard services and facilities in the Company's Schedule of Rates, including but not limited to the provisions of the General Terms and Conditions, Rider DE - Distribution System Extensions (Rider DE), Rider NS - Nonstandard Services and Facilities (Rider NS), and Rider ML - Meter-Related Facilities Lease (Rider ML).

For a situation in which the Company relocates or removes Company facilities in accordance with a retail customer's requirements or request, such relocation or removal is performed in accordance with the provisions for providing nonstandard services and facilities.

MONTHLY CHARGES.

A retail customer served hereunder is subject to each charge described in this Monthly Charges section for each monthly billing period, as applicable.

Customer Charge

The Customer Charge is applicable to the retail customer for the monthly billing period and is equal to the Customer Charge in Rate RDS for the delivery class applicable to the retail customer for the monthly billing period.

Standard Metering Service Charge

For a lighting retail customer to which either the Dusk to Dawn Lighting Delivery Class or the General Lighting Delivery Class is applicable, the Standard Metering Service Charge is applicable to each kilowatt-hour (kWh) provided to such lighting retail customer during the monthly billing period and is equal to the Standard Metering Service Charge in Rate RDS for the delivery class applicable to the lighting retail customer for the monthly billing period. Otherwise, the Standard Metering Service Charge is applicable to the retail customer for the monthly billing period and is equal to the Standard Metering Service Charge in Rate RDS for the delivery class applicable to the retail customer for the monthly billing period.

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**RATE BES
BASIC ELECTRIC SERVICE**

(Continued from Sheet No. 20)

MONTHLY CHARGES (CONTINUED).

Distribution Facilities Charge

For a retail customer to which the Fixture-Included Lighting Delivery Class is applicable, the Distribution Facilities Charge is applicable to each corresponding fixture unit in place at the beginning of the monthly billing period and is equal to the Distribution Facilities Charge in Rate RDS for such corresponding fixture unit.

For a retail customer to which the Residential Single Family Without Electric Space Heat Delivery Class, Residential Multi Family Without Electric Space Heat Delivery Class, Residential Single Family With Electric Space Heat Delivery Class, Residential Multi Family With Electric Space Heat Delivery Class, Watt-Hour Delivery Class, Dusk to Dawn Lighting Delivery Class, or the General Lighting Delivery Class is applicable for the monthly billing period, the Distribution Facilities Charge is applicable to each kWh provided to the retail customer during the monthly billing period and is equal to the Distribution Facilities Charge in Rate RDS for the delivery class applicable to the retail customer for the monthly billing period.

For any other retail customer served hereunder, the Distribution Facilities Charge is applicable to the Maximum Kilowatts Delivered (MKD) established by the retail customer during the monthly billing period and is equal to the Distribution Facilities Charge in Rate RDS for the delivery class applicable to the retail customer for the monthly billing period.

Purchased Electricity Charges

* The Summer Purchased Electricity Charge or the Nonsummer Purchased Electricity Charge for the customer supply group or subgroup applicable to the retail customer, as described in the Retail Purchased Electricity Charges section of Rider PE - Purchased Electricity (Rider PE), is applicable to each kWh provided to the retail customer during each monthly billing period included in the Summer Period or the Nonsummer Period, respectively. The Summer Purchased Electricity Charge and Nonsummer Purchased Electricity Charge are equal to (a) the corresponding Summer Retail Purchased Electricity Charge and the Nonsummer Retail Purchased Electricity Charge determined in accordance with the provisions of such Retail Purchased Electricity Charges section, multiplied by (b) the relevant base uncollectible factor (BUF) listed in Rider UF - Uncollectible Factors (Rider UF), multiplied by (c) the relevant 2008 incremental supply uncollectible cost factor ($ISUF_{C8}$) determined in accordance with the provisions of Rider UF for the April 2010 through the December 2010 monthly billing periods, multiplied by (d) the relevant $ISUF_C$ determined in accordance with the provisions of Rider UF beginning with the June 2010 monthly billing period. The Summer Purchased Electricity Charge or the Nonsummer Purchased Electricity Charge, as applicable, is shown as a separate line item on the retail customer's monthly bill for electric service and designated as the Electricity Supply Charge.

(Continued on Sheet No. 22)

**RATE BES
BASIC ELECTRIC SERVICE**

(Continued from Sheet No. 21)

MONTHLY CHARGES (CONTINUED).

PJM Services Charge

* The PJM Services Charge is applicable to each kWh provided to the retail customer during the monthly billing period. The PJM Services Charge is equal to (a) the Retail PJM Services Charge determined in accordance with the provisions of the Retail PJM Services Charges section of Rider PE, multiplied by (b) the relevant BUF listed in Rider UF, multiplied by (c) the relevant $ISUF_{C8}$ determined in accordance with the provisions of Rider UF for the April 2010 through the December 2010 monthly billing periods, multiplied by (d) the relevant $ISUF_C$ determined in accordance with the provisions of Rider UF beginning with the June 2010 monthly billing period. The PJM Services Charge is shown as a separate line item on the retail customer's monthly bill for electric service and designated as the Transmission Services Charge.

PEA Factor

The Purchased Electricity Adjustment (PEA) Factor is applicable to each kWh provided to the retail customer during the monthly billing period and is equal to the PEA Factor computed in accordance with the provisions of the Purchased Electricity Adjustment section of Rider PE. The PEA Factor is shown as a separate line item on the retail customer's monthly bill for electric service and designated as the Purchased Electricity Adjustment.

Nonstandard Services and Facilities Charge

If the Company provides services or distribution facilities for the retail customer served hereunder that are different from or in addition to a standard service or distribution facilities installation, certain of such services or distribution facilities are provided and charged for through a monthly amount applicable to such retail customer for the monthly billing period and computed in accordance with the provisions of Rider NS.

Nonstandard Meter-Related Facilities Charge

If the Company provides meter-related facilities to the retail customer served hereunder that are different from or in addition to facilities included in a standard metering installation, such meter-related facilities are provided and charged for through a rental amount applicable to such retail customer for the monthly billing period and computed in accordance with the provisions of Rider ML.

Other Generally Applicable Charges

The Company's Schedule of Rates of which this tariff is a part includes General Terms and Conditions and riders that include other generally applicable charges. Service hereunder is subject to such General Terms and Conditions, riders, and other generally applicable charges.

(Continued on Sheet No. 23)

**RATE BES
BASIC ELECTRIC SERVICE**

(Continued from Sheet No. 22)

OTHER CHARGES.

Rate Stabilization Recovery

In the event that (a) Rider RRS - Residential Rate Stabilization Program (Rider RRS) is terminated as described in the last paragraph of the Early Termination section of Rider RRS, and (b) the mechanism to recover any balances in the individual long-term receivables accounts established to account for credits provided to residential retail customers participating in the Residential Rate Stabilization (RRS) Program beginning in January 2007 and extending through the May 2009 monthly billing period in accordance with the RRS Program approved by the ICC in Docket No. 06-0411 through the application of RRS Adjustments computed in accordance with the provisions of Rider RRS is also terminated, then the Company recovers such balances in accordance with the following procedure:

1. For each residential retail customer that had been participating in the RRS Program, the balance in the individual long-term receivables account attributable to such residential retail customer at the time of the termination of Rider RRS is increased by an amount, in \$, equal to the carrying charges expected to accrue to such balance over the period of time that extends from the date of the termination of Rider RRS to the start of the first monthly billing period that begins no earlier than fifteen (15) calendar days after the termination of Rider RRS. Such increased amount is further increased by an amount, in \$, equal to the carrying charges expected to accrue with respect to the expected monthly balances in such individual long-term receivables account over an amortization period of the lesser of (a) six (6) months, or (b) the number of months equivalent to the number of monthly billing periods remaining prior to May 31, 2012. Carrying charges are determined at an annual rate of 3.25%. Such balance, increased by such carrying charges, is the overall amount to be recovered from such residential retail customer. This amount, in \$, is the Recovery Amount (RA);
2. The RA is divided by the number of monthly billing periods equivalent to the number of months in the amortization period described in Item 1 of this procedure, commencing with the first monthly billing period that begins no earlier than fifteen (15) calendar days after the termination of Rider RRS. The resultant amount, in \$, is the RA Adjustment applicable to such residential retail customer. Such RA Adjustment cannot be a credit;
3. The RA Adjustment is applied to the monthly electric service bill issued to such residential retail customer for the number of monthly billing periods equivalent to the number of months in the amortization period described in Item 1 of this procedure commencing with the first monthly billing period that begins no earlier than fifteen (15) calendar days after the termination of Rider RRS;
4. Amounts collected through the application of the RA Adjustment reduce the balance in the individual long-term receivables account attributable to such residential retail customer;

(Continued on Sheet No. 24)

**RATE BES
BASIC ELECTRIC SERVICE**

(Continued from Sheet No. 23)

OTHER CHARGES (CONTINUED).

* **Rate Stabilization Recovery (Continued)**

5. The RA Adjustment is not applied for the purposes of back billing or bill adjustments or any purpose whatsoever after the end of the last monthly billing period described in Item 3 of this procedure during which the RA Adjustment is applied.

Notwithstanding the previous provisions of this procedure, for a situation in which the remaining net balance in the individual long-term receivables account attributable to a residential retail customer is less than the amount that would be charged to such residential retail customer through the application of the RA Adjustment, the net balance in such account is such residential retail customer's final RA Adjustment and is applied to such residential retail customer's monthly electric service bill, after which such residential retail customer is no longer subject to the RA Adjustment.

The RA Adjustments determined in accordance with the aforementioned procedure must be submitted by the Company to the ICC Staff no later than one (1) month after the start of the first monthly billing period during which such RA Adjustments are applied to residential retail customers that had been participating in the RRS Program. Such submission must be accompanied by supporting work papers providing documentation of the computation of such RA Adjustments.

For the aforementioned purpose of recovering any balances in the individual long-term receivables accounts, residential retail customers that had been participating in the RRS Program include only those residential retail customers that were participating in the RRS Program in accordance with Rider RRS and for which participation in such program had not terminated prior to the termination of Rider RRS.

Late Payment Charge

The Late Payment Charge as described in the Billing and Payment part of the General Terms and Conditions of the Company's Schedule of Rates is applicable to all charges applied in accordance with the provisions of this tariff.

MEASUREMENT OF POWER AND ENERGY PROVIDED.

Electric power and energy provided to a retail customer served hereunder are measured in accordance with the provisions of the Measurement of Energy and Demand subsection of the Continuing Electric Service section of the Billing and Payment part of the General Terms and Conditions of the Company's Schedule of Rates.

(Continued on Sheet No. 25)

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**RATE BES
BASIC ELECTRIC SERVICE**

(Continued from Sheet No. 24)

TERM OF SERVICE.

Commencement of Service

Service under this tariff does not commence until the retail customer fulfills all applicable prerequisites of service provided in the General Terms and Conditions of the Company's Schedule of Rates.

Service hereunder does not commence until all applicable prerequisites of service, as provided in the Prerequisites of Service section of this tariff, are met. Service hereunder commences only for a retail customer to which the Residential Customer Group, Watt-Hour Customer Group, Demand Customer Group, Dusk to Dawn Lighting Customer Group, or General Lighting Customer Group is applicable.

A retail customer's term of service hereunder commences when the Company begins to provide service hereunder.

For a situation in which an applicant for electric service at a premises (a) has never received any tariffed service from the Company; (b) has expected electric power and energy requirements such that, in the Company's judgment, the Residential Customer Group, Watt-Hour Customer Group, Demand Customer Group, Dusk to Dawn Lighting Customer Group, or General Lighting Customer Group would be applicable to such applicant; and (c) has not requested or is not in compliance with the prerequisites of service under Rate BESH or Rate RDS, such applicant commences service hereunder, and is designated as a retail customer when the Company begins to provide electric service to such applicant.

(Continued on Sheet No. 26)

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**RATE BES
BASIC ELECTRIC SERVICE**

(Continued from Sheet No. 25)

TERM OF SERVICE (CONTINUED).

Termination of Service

If a retail customer has been taking bundled electric service from the Company continuously for at least twelve (12) monthly billing periods under tariffed service that does not have provisions for hourly pricing, such retail customer may elect to terminate service hereunder and obtain electric power and energy supply from a Retail Electric Supplier (RES). In making such election, the provision of service hereunder terminates and the provision of service from the Company under Rate RDS commences, effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided such effective date is at least seven (7) calendar days after the Company receives a valid and applicable Direct Access Service Request (DASR) for such retail customer and such retail customer is in compliance with all the prerequisites of service under Rate RDS. Notwithstanding the previous provisions of this paragraph, for a nonresidential retail customer or lighting retail customer such effective date may occur on a date other than the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided such effective date is at least seven (7) calendar days after the Company receives a valid and applicable DASR for such retail customer, such retail customer is in compliance with all the prerequisites of service under Rate RDS, and such retail customer is subject to the Nonstandard Switching Fees provided in the Nonstandard Switching Fee subsection of the Other Charges section of the Rates and Charges part of Rate RDS.

If a retail customer has been taking bundled electric service from the Company on a continuous basis under tariffed service that does not have provisions for hourly pricing, and such retail customer had never received service from the Company under any tariff prior to commencing such bundled electric service, such retail customer may elect to terminate service hereunder and obtain electric power and energy supply from a RES in accordance with the provisions of the previous paragraph.

If a retail customer has been taking bundled electric service from the Company continuously for at least twelve (12) monthly billing periods under tariffed service that does not have provisions for hourly pricing, such retail customer may elect to terminate service hereunder and obtain service under Rate BESH, provided such retail customer fulfills all prerequisites of service under Rate BESH.

If a retail customer has been taking bundled electric service from the Company on a continuous basis under tariffed service that does not have provisions for hourly pricing, and such retail customer had never received service from the Company under any tariff prior to commencing such bundled electric service, such retail customer may elect to terminate service hereunder and obtain service under Rate BESH, provided such retail customer fulfills all prerequisites of service under Rate BESH.

If a nonresidential retail customer or lighting retail customer has been taking bundled electric service from the Company continuously for at least twelve (12) monthly billing periods under tariffed service that does not have provisions for hourly pricing, such retail customer may elect to terminate service hereunder and obtain service under Rate RDS and Rider PPO - Power Purchase Option (Rider PPO), provided such retail customer fulfills all prerequisites of service under Rate RDS and Rider PPO.

(Continued on Sheet No. 27)

**RATE BES
BASIC ELECTRIC SERVICE**

(Continued from Sheet No. 26)

TERM OF SERVICE (CONTINUED).

Termination of Service (Continued)

If a nonresidential retail customer or lighting retail customer has been taking bundled electric service from the Company on a continuous basis under tariffed service that does not have provisions for hourly pricing, and such retail customer had never received service from the Company under any tariff prior to commencing such bundled electric service, such retail customer may elect to terminate service hereunder and obtain service under Rate RDS and Rider PPO, provided such retail customer fulfills all prerequisites of service under Rate RDS and Rider PPO.

If a retail customer commences service hereunder, and such retail customer had received service from the Company under Rate RDS or a tariff with provisions for hourly pricing prior to such commencement date, then such retail customer is allowed to elect to switch from taking service hereunder only after such retail customer has received bundled electric service from the Company on a continuous basis under tariffed service that does not have provisions for hourly pricing for a period of at least twelve (12) monthly billing periods.

Notwithstanding the provisions of the previous paragraph, if a retail customer commences service hereunder and such retail customer had received service from the Company under Rate RDS prior to such commencement date, but the switch from service under Rate RDS to bundled electric service under tariffed service that does not have provisions for hourly pricing was a direct result of such retail customer's RES ceasing to do business as a RES in the Company's service territory, then such retail customer is not required to receive bundled electric service from the Company on a continuous basis under tariffed service that does not have provisions for hourly pricing for a period of at least twelve (12) monthly billing periods.

If the Self-Generating Customer Group or the Competitively Declared Customer Group becomes applicable to the retail customer, service hereunder terminates.

In the event that a lighting retail customer terminates service under this tariff and does not elect to obtain service from the Company under any other tariffed service due to the fact that such lighting retail customer is abandoning the lighting system for which service hereunder has been provided, the lighting retail customer must provide the Company with sufficient notice to enable the Company and the lighting retail customer to cooperatively coordinate the termination of service hereunder to coincide with the abandonment of such lighting system.

Otherwise, in the event that the retail customer terminates service from the Company under this tariff and does not elect to obtain service from the Company under any other tariffed service at its premises due to the fact that such retail customer is vacating the premises, service hereunder continues for not more than ten (10) days after the date such retail customer vacates the premises, provided the retail customer provides timely notice to the Company to terminate service hereunder at such premises.

(Continued on Sheet No. 28)

**RATE BES
BASIC ELECTRIC SERVICE**

(Continued from Sheet No. 27)

MISCELLANEOUS GENERAL PROVISIONS.

Provisions regarding credit requirements, deposits, billing, and payment for service provided hereunder are included in the General Terms and Conditions of the Company's Schedule of Rates.

Provisions regarding the disconnection and reconnection of electric service provided hereunder for safety or other reasons are included in the Disconnection and Reconnection part of the General Terms and Conditions of the Company's Schedule of Rates.

Provisions addressing the resolution of disputes between the Company and a retail customer that involve the performance, breach, or alleged breach of any obligation under this tariff, or under any rider applicable to this tariff, or under any contract entered into under this tariff or applicable rider, are included in the Dispute Resolution part of the General Terms and Conditions of the Company's Schedule of Rates.

The Company's Schedule of Rates of which this tariff is a part includes General Terms and Conditions and riders. Service hereunder is subject to the General Terms and Conditions and the riders applicable to this tariff.

**RATE BESH
BASIC ELECTRIC SERVICE HOURLY PRICING**

APPLICABILITY.

This tariff is applicable to any retail customer (a) for which the Company is providing bundled electric service; and (b) to which the Self-Generating Customer Group or the Competitively Declared Customer Group, as defined in the Supply Groups section of the Retail Customer Categorizations part of the General Terms and Conditions of the Company's Schedule of Rates, is applicable, or would be applicable based upon the Company's judgment with respect to such retail customer's expected electric power and energy requirements.

In addition, for a situation in which a retail customer takes service under Rate RDS - Retail Delivery Service (Rate RDS) and elects to have its electric power and energy requirements supplied in accordance with the Supplier Options subsection of the Split Load and Supplier Options section of the Service Options part of Rate RDS, this tariff is applicable to any portion of such retail customer's electric power and energy requirements for which the Company provides bundled electric service.

In addition, this tariff is applicable to any retail customer that has elected to obtain bundled electric service with hourly pricing, provided such retail customer meets the prerequisites of service provided in the Prerequisites of Service section of this tariff.

(Continued on Sheet No. 30)

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**RATE BESH
BASIC ELECTRIC SERVICE HOURLY PRICING**

(Continued from Sheet No. 29)

DEFINITIONS.

Definitions of terms used in this tariff are provided in the Definitions part of the General Terms and Conditions of the Company's Schedule of Rates.

PREREQUISITES OF SERVICE.

For a situation in which a retail customer requests service hereunder, required meter-related facilities, as described in the Service and Facilities subsection of the Nature of Service section of this tariff must be installed at such retail customer's premises prior to commencement of service hereunder.

For a situation in which a retail customer requesting service hereunder is currently receiving service from the Company under a different tariff, such retail customer must fulfill all obligations, except timely payment for service, for which it is responsible under such other tariff prior to terminating service under such other tariff and commencing service hereunder.

NATURE OF SERVICE.

Bundled Electric Service

Bundled electric service provided to retail customers receiving service with hourly pricing is the provision to such retail customers of electric power and energy by the Company in accordance with the terms of this Bundled Electric Service subsection. Such provision includes (1) direct procurement through PJM Interconnection, L.L.C. (PJM) administered markets of all the component services the Company requires to meet retail customer instantaneous electric power and energy requirements at any given time under the Company's tariffs, applicable tariffs on file with the Federal Energy Regulatory Commission (FERC), and other applicable law, including, without limitation, all required electric energy, energy to satisfy losses, electric generation capacity, volumetric risk management, transmission services, ancillary transmission services, administrative services, and other necessary services procured by the Company; (2) delivery of the electric power and energy via the Company's distribution facilities, including the provision of reactive power and voltage support using distribution facilities, at the rates and subject to the terms, conditions, and limitations provided for in the Company's tariffs on file with the Illinois Commerce Commission (ICC); and (3) the Company's standard metering and billing that are necessary to permit retail customers to receive service hereunder as permitted by law and by tariffs approved by the ICC and the FERC. No component of bundled electric service may be provided to a retail customer by a third party, and components of this bundled electric service are not available separately from the Company under this tariff.

(Continued on Sheet No. 31)

**RATE BESH
BASIC ELECTRIC SERVICE HOURLY PRICING**

(Continued from Sheet No. 30)

NATURE OF SERVICE (CONTINUED).

Electrical Characteristics of Service

The electrical characteristics of the bundled electric service provided to a retail customer served hereunder are comparable to the electrical characteristics of the electric power and energy provided or delivered to other retail customers taking service under other tariffs included in the Company's Schedule of Rates. Such characteristics are described in the Electrical Characteristics section of the Nature of Service part of the General Terms and Conditions of the Company's Schedule of Rates.

Service and Facilities

Standard service and distribution and meter-related facilities provided by the Company for a retail customer served hereunder are determined in accordance with the provisions of the General Terms and Conditions and other applicable tariffs in the Company's Schedule of Rates.

Notwithstanding the preceding provisions of this Service and Facilities subsection, if larger, more, or different services or distribution or meter-related facilities than those needed to provide standard electric service to the retail customer are in place, required or requested by the retail customer, and such services or facilities are reasonably and technically feasible, and can be furnished, installed, operated, replaced, and maintained with no significant adverse impact on the Company's system with respect to reliability or efficiency, such services or facilities are furnished, installed, owned, operated, replaced, and maintained by the Company, provided the Company is allowed to recover from the retail customer the costs of furnishing, installing, owning, operating, replacing, and maintaining such services or facilities in accordance with its provisions for providing nonstandard services and facilities in the Company's Schedule of Rates, including but not limited to the provisions of the General Terms and Conditions, Rider DE - Distribution System Extensions (Rider DE), Rider NS - Nonstandard Services and Facilities (Rider NS), and Rider ML - Meter-Related Facilities Lease (Rider ML).

For a situation in which the Company relocates or removes Company facilities in accordance with a retail customer's requirements or request, such relocation or removal is performed in accordance with the provisions for providing nonstandard services and facilities.

In the provision of electric service hereunder, the Company furnishes, installs, owns, operates, replaces, and maintains meter-related facilities adequate to measure the kilowatt-hours (kWhs) delivered to the retail customer and the rate at which such electricity is delivered to such retail customer in each half hour in the monthly billing period. To the extent that such meter-related facilities are larger, more, or different from facilities provided in a standard metering installation, such meter-related facilities are provided in accordance with the provisions for providing nonstandard services and facilities. To the extent that such meter-related facilities are not installed at the retail customer's premises when service hereunder commences, the Company and such retail customer must reasonably cooperate to ensure that such meter-related facilities are installed and in operating condition in a timely manner. Notwithstanding the previous provisions of this paragraph, the Company may elect to provide no metering installation in the provision of electric service hereunder to a retail customer because such retail customer uses electric service on a continuous or regularly scheduled basis.

(Continued on Sheet No. 32)

**RATE BESH
BASIC ELECTRIC SERVICE HOURLY PRICING**

(Continued from Sheet No. 31)

MONTHLY CHARGES.

A retail customer served hereunder is subject to each charge described in this Monthly Charges section for each monthly billing period.

Customer Charge

The Customer Charge is applicable to the retail customer for the monthly billing period and is equal to the Customer Charge in Rate RDS for the delivery class applicable to the retail customer for the monthly billing period.

Standard Metering Service Charge

The Standard Metering Service Charge is applicable to each kWh provided to the retail customer during the monthly billing period and is equal to the Standard Metering Service Charge in Rate RDS for the delivery class applicable to the retail customer for the monthly billing period for a situation in which such Standard Metering Service Charge is stated in \$X.XXXXX/kWh. Otherwise, the Standard Metering Service Charge is applicable to the retail customer for the monthly billing period and is equal to the Standard Metering Service Charge in Rate RDS for the delivery class applicable to the retail customer for the monthly billing period.

Distribution Facilities Charge

The Distribution Facilities Charge is applicable to each kWh provided to the retail customer during the monthly billing period and is equal to the Distribution Facilities Charge in Rate RDS for the delivery class applicable to the retail customer for the monthly billing period for a situation in which such Distribution Facilities Charge is stated in \$X.XXXXX/kWh.

The Distribution Facilities Charge is applicable to the Maximum Kilowatts Delivered (MKD) established by the retail customer during the monthly billing period and is equal to the Distribution Facilities Charge in Rate RDS for the delivery class applicable to the retail customer for the monthly billing period for a situation in which such Distribution Facilities Charge is stated in \$X.XX/kW.

For a retail customer to which the Fixture-Included Lighting Delivery Class is applicable, the Distribution Facilities Charge is applicable to each corresponding fixture unit in place at the beginning of the monthly billing period and is equal to the Distribution Facilities Charge in Rate RDS for such corresponding fixture unit.

(Continued on Sheet No. 33)

**RATE BESH
BASIC ELECTRIC SERVICE HOURLY PRICING**

(Continued from Sheet No. 32)

MONTHLY CHARGES (CONTINUED).

Capacity Charge

The Company determines capacity charges in a manner that recovers the capacity obligation costs incurred by the Company to procure electric power and energy directly from PJM-administered markets for retail customers receiving service with hourly pricing. Such capacity charges equal the applicable PJM Net Load Price (NLP), in \$/MW-Day, for the PJM Planning Year, adjusted by loss and uncollectible factors, as appropriate, and are applicable for the period that extends from the beginning of the June monthly billing period through the end of the following May monthly billing period corresponding to such PJM Planning Year.

For a retail customer to which the Self-Generating Customer Group is applicable, a Daily Capacity Charge (DCC) is applicable to the highest thirty (30) minute demand established by the retail customer each day during the monthly billing period. Such DCC is determined in accordance with the following equation:

*

$$DCC = NLP \times \frac{1MW}{1,000kW} \times BUF \times ISUF \times (1 + DLF) \times (1 + TLF)$$

Where:

- DCC = Daily Capacity Charge, in \$/kW-Day, applied to the highest thirty (30) minute demand established by the retail customer each day during the monthly billing period.
- NLP = Applicable PJM Net Load Price, in \$/MW-Day, for the period of time corresponding to the monthly billing periods during which the DCC or Monthly Capacity Charge (MCC), as applicable, is applied.
- * BUF = Base Uncollectible Cost Factor, in decimal format, equal to the system average BUF listed in Rider UF - Uncollectible Factors (Rider UF).
- * ISUF = Incremental Supply Uncollectible Cost Factor, in decimal format, equal to 1.0 through the March 2010 monthly billing period, equal to $ISUF_{SYS8}$ determined in accordance with the provisions of Rider UF for the April 2010 through May 2010 monthly billing periods, equal to $ISUF_{SYS8}$ multiplied by $ISUF_{SYS}$ determined in accordance with the provisions of Rider UF for the June 2010 through December 2010 monthly billing periods, equal to $ISUF_{SYS}$ beginning with the January 2011 monthly billing period.
- DLF = Distribution Loss Factor, in decimal format, to adjust for losses on the distribution system located in the Company's service territory and equal to the system average DLF provided in Rate RDS.

(Continued on Sheet No. 34)

**RATE BESH
BASIC ELECTRIC SERVICE HOURLY PRICING**

(Continued from Sheet No. 33)

MONTHLY CHARGES (CONTINUED).

Capacity Charge (Continued)

TLF = Transmission Loss Factor, in decimal format, to adjust for losses on the transmission system located in the Company's service territory as provided in applicable tariffs on file with the FERC.

For any other retail customer receiving service with hourly pricing, an MCC is applicable to the Capacity Obligation established by the retail customer for the monthly billing period. Such MCC is determined in accordance with the following equation:

*

$$MCC = NLP \times \frac{1MW}{1,000 kW} \times \frac{365 Days}{12 Months} \times BUF \times ISUF$$

Where:

MCC = Monthly Capacity Charge, in \$/kW-Month, applied to the Capacity Obligation established by the retail customer for the monthly billing period.

Notwithstanding the preceding provisions for the computation of MCC, for computations that pertain to leap years, the number of days in the year is 366 rather than 365.

*

An informational filing of the DCC and MCC must be submitted to the ICC no later than three (3) business days after the applicable NLP is available from PJM. Moreover, in the event that there is a change to the BUF or ISUF, the DCC and MCC reflecting such changed BUF or ISUF must be submitted to the ICC in an informational filing corresponding to the filing of such changed BUF or ISUF.

Hourly Energy Charges

Each Hourly Energy Charge (HEC) is applicable to each kWh provided to the retail customer during the hour in the monthly billing period for which such charge is determined. Each such HEC is determined in accordance with the following equation:

*

$$HEC = LMP \times \frac{1MWh}{1,000 kWh} \times BUF \times ISUF \times (1 + DLF)$$

Where:

HEC = Hourly Energy Charge, in \$/kWh, applied to each kWh provided to the retail customer during the hour in the monthly billing period for which such charge is determined.

LMP = The PJM real time locational marginal price for the ComEd Zone, in \$/MWh, for the hour corresponding to the hour during which the HEC is applied.

(Continued on Sheet No. 35)

**RATE BESH
BASIC ELECTRIC SERVICE HOURLY PRICING**

(Continued from Sheet No. 34)

MONTHLY CHARGES (CONTINUED).

PJM Services Charge

The PJM Services Charge is applicable to each kWh provided to the retail customer during the monthly billing period. The application of the PJM Services Charge allows the Company to recover from retail customers receiving electric service with hourly pricing the costs it incurs in procuring certain services from PJM, including but not limited to, Network Integration Transmission Service (NITS) and other PJM-associated expenses incurred in accordance with applicable tariffs on file with the FERC, and other applicable law. The Company is not allowed to mark-up or include a return on such costs. Such services are the same as those procured in accordance with the provisions of the PJM Services Price section of Rider PE - Purchased Electricity (Rider PE). The PJM Services Charge is developed using the electricity usage expected to be provided to retail customers receiving electric service with hourly pricing for a period of twelve (12) monthly billing periods extending from the start of a June monthly billing period and through the following May monthly billing period. The PJM Services Charge is shown as a separate line item on the retail customer's monthly bill for electric service and designated as the Transmission Services Charge.

* The PJM Services Charge is determined by the Company each year and is applicable for the period that extends from the beginning of the June monthly billing period through the end of the following May monthly billing period. Included in the determination of the PJM Services Charge are applicable system losses, base uncollectible costs, and incremental uncollectible costs incurred by the Company. An informational filing of the PJM Services Charge must be submitted by the Company to the ICC no later than the twentieth day of May prior to such June monthly billing period.

An amount equal to (a) the cumulative debit or credit balance resulting from the application of the applicable TSC in accordance with the then effective Rider TS-CPP - Transmission Services (Competitive Procurement Process) (Rider TS-CPP) through the month prior to the latest month for which such information is available that ends prior to the initial filing of the Hourly Purchased Electricity Adjustment Factor (HPEA) in accordance with the provisions of the Hourly Purchased Electricity Adjustment subsection of this Monthly Charges section; plus (b) interest at the rate established by the ICC in accordance with 83 Illinois Administrative Code Section 280.70(e)(1), is also included in the determination of the PJM Services Charge applicable for the June 2008 through May 2009 monthly billing periods.

* Notwithstanding the previous provisions of this PJM Services Charge subsection, in the event that the Company recomputes the PJM Services Price (PSP) and submits a revised Retail PJM Services Charge in accordance with the provisions of Rider PE or base uncollectible costs or incremental uncollectible costs included in the determination of the PJM Services Charge are revised, then a corresponding revised PJM Services Charge for service with hourly pricing must be submitted in an informational filing to the ICC by the Company. An informational filing of such revised PJM Services Charge must be submitted by the Company to the ICC no later than the twentieth day of the month prior to the monthly billing period during which such revised PJM Services Charge becomes applicable.

(Continued on Sheet No. 36)

**RATE BESH
BASIC ELECTRIC SERVICE HOURLY PRICING**

(Continued from Sheet No. 35)

MONTHLY CHARGES (CONTINUED).

Miscellaneous Procurement Components Charge

The Miscellaneous Procurement Components Charge is applicable to each kWh provided to the retail customer during the monthly billing period. The Company determines a Miscellaneous Procurement Components Charge in a manner that allows the Company to recover the costs it incurs related to the procurement of electric power and energy directly from PJM-administered markets for retail customers receiving electric service with hourly pricing which are not recovered through the application of the DCC or MCC, as applicable, the HECs, and the PJM Services Charge.

- * The Miscellaneous Procurement Components Charge is determined by the Company each year and is applicable for the period that extends from the beginning of the June monthly billing period through the end of the following May monthly billing period. Included in the determination of the Miscellaneous Procurement Components Charge are applicable system losses, base uncollectible costs, and incremental uncollectible costs incurred by the Company. An informational filing of the Miscellaneous Procurement Components Charge must be submitted by the Company to the ICC no later than the twentieth day of May prior to such June monthly billing period.

Notwithstanding the previous provisions of this Miscellaneous Procurement Components Charge subsection, in the event that the Company submits a revised PJM Services Charge in accordance with the final paragraph in the PJM Services Charge subsection of this Monthly Charges section, or at such time that FERC approved or accepted changes in charges related to costs recovered through the application of the Miscellaneous Procurement Components Charge become effective, then a corresponding revised Miscellaneous Procurement Components Charge for service with hourly pricing may be submitted in an informational filing to the ICC by the Company. An informational filing of such revised Miscellaneous Procurement Components Charge must be submitted by the Company to the ICC no later than the twentieth day of the month prior to the monthly billing period during which such revised Miscellaneous Procurement Components Charge becomes applicable.

(Continued on Sheet No. 37)

**RATE BESH
BASIC ELECTRIC SERVICE HOURLY PRICING**

(Continued from Sheet No. 36)

MONTHLY CHARGES (CONTINUED).

Hourly Purchased Electricity Adjustment Factor

The HPEA periodically equalizes the revenues from retail customers receiving electric service with hourly pricing for electric power and energy procured for them by the Company and the expenses incurred by the Company related to the procurement of such electric power and energy.

An HPEA, in ¢/kWh rounded to the thousandths of a cent, is determined and applied to each kWh provided to the retail customer during a given effective period. The HPEA is shown as a separate line item on the retail customer's monthly bill for electric service and designated as the Purchased Electricity Adjustment. The HPEA is determined and applied in such effective period in accordance with the following equation:

$$\text{HPEA} = \frac{[\text{AE} - \text{AR} + \text{AB} + \text{A}]_{\text{amortized}} + \sum \text{AHPEA}}{\text{U}} \times \frac{100\text{¢}}{\$1}$$

Where:

- HPEA = Hourly Purchased Electricity Adjustment Factor, in ¢/kWh rounded to the thousandths of a cent, applied as a credit or charge to kWhs provided to retail customers receiving electric service with hourly pricing during the effective period.
- AE = Accrued Expenses, in \$, equal to the sum of all the accrued net expenses incurred by the Company related to the direct procurement of electric power and energy from PJM-administered markets for retail customers receiving electric service with hourly pricing during the determination period(s), including all accrued net expenses for electric energy purchased from a Qualifying Facility, as defined in 83 Illinois Administrative Code Part 430, that displaces energy purchases from PJM-administered markets for such retail customers. Accrued Expenses may reflect the amortization of certain expenses, such as legal and consultative fees associated with the procurement of electric power and energy and ICC proceedings concerning the procurement of electric power and energy, over multiple determination periods.
- AR = Accrued Revenues, in \$, equal to the accrued net revenues recognized for retail customers receiving electric service with hourly pricing during the determination period(s) through the application of the MCC, DCC, HECs, PJM Services Charge, and Miscellaneous Procurement Components Charge, as applicable. Accrued Revenues may reflect the amortization of certain revenues over multiple determination periods.

(Continued on Sheet No. 38)

**RATE BESH
BASIC ELECTRIC SERVICE HOURLY PRICING**

(Continued from Sheet No. 37)

MONTHLY CHARGES (CONTINUED).

Hourly Purchased Electricity Adjustment Factor (Continued)

- AB = Automatic Balancing Factor, in \$, equal to the cumulative debit or credit balance resulting from the application of the HPEA through the determination period(s). Such balance includes interest at the rate established by the ICC in accordance with 83 Illinois Administrative Code Section 280.70(e)(1).
- A = Adjustment, in \$, equal to an amount (a) ordered by the ICC, or (b) determined by the Company, that is to be refunded to or collected from retail customers receiving electric service with hourly pricing to correct for errors associated with the computation of a previously applied HPEA in accordance with this tariff or a previously applied Competitive Procurement Process-Hourly Accuracy Assurance Factor (CPP-H AAF) in accordance with the then effective Rider CPP - Competitive Procurement Process (Rider CPP). Such amount includes interest at the rate established by the ICC in accordance with 83 Illinois Administrative Code Section 280.70(e)(1). Such interest is calculated for the period of time beginning on the first day of the effective period during which such HPEA or CPP-H AAF was applied and extending through the day prior to the start of the effective period in which the A is applied. Such amount may be amortized over multiple effective periods with interest.
- []_{amortized} = Amortization of the quantity included in the brackets, as necessary, for a period not to exceed twelve (12) effective monthly billing periods. For a situation in which amortization is not necessary, there is no amortization period.
- AHPEA = Amortized Hourly Purchased Electricity Adjustment Amount, in \$, equal to a previously amortized quantity (AE - AR + AB + A). Each such AHPEA includes interest at the rate established by the ICC in accordance with 83 Illinois Administrative Code Section 280.70(e)(1), and such interest is calculated for an amortization period not to exceed twelve (12) effective periods, beginning on the first day of the effective period during which such AHPEA is applied and extending through the day prior to the start of the last effective period during which such AHPEA is applied. Each such AHPEA is applied only during effective periods that correspond to such AHPEA's amortization period.
- U = Usage, in kWh, forecasted to be provided to retail customers receiving electric service with hourly pricing during the effective period.

(Continued on Sheet No. 39)

**RATE BESH
BASIC ELECTRIC SERVICE HOURLY PRICING**

(Continued from Sheet No. 38)

MONTHLY CHARGES (CONTINUED).

Hourly Purchased Electricity Adjustment Factor (Continued)

For the purpose of determining the HPEA, (a) a determination period means the calendar month for which an HPEA is determined for retail customers receiving electric service with hourly pricing, and (b) an effective period means the monthly billing period during which such HPEA is applied to kWhs provided to such retail customers. The effective period is the first monthly billing period beginning no earlier than fifteen (15) calendar days after the final reconciliation of the PJM-conducted settlement process for electric supply for the determination period(s).

With a postmark dated no later than the twentieth day of the month prior to the start of each effective period, the Company must file with the ICC for informational purposes the HPEA applicable during such effective period. Any submission of an HPEA postmarked after the twentieth day of a month but prior to the start of the applicable effective period is acceptable only if such submission corrects an error or errors from a timely submitted HPEA for such effective period. Any other such submission postmarked after such twentieth day is acceptable only if such submission is made in accordance with the special permission request provisions of Section 9-201(a) of the Act.

(Continued on Sheet No. 40)

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Post Office Box 805379
Chicago, Illinois 60680-5379

**RATE BESH
BASIC ELECTRIC SERVICE HOURLY PRICING**

(Continued from Sheet No. 39)

MONTHLY CHARGES (CONTINUED).

Nonstandard Services and Facilities Charge

If the Company provides services or distribution facilities for the retail customer served hereunder that are different from or in addition to a standard service or distribution facilities installation, certain of such services or distribution facilities are provided and charged for through a monthly amount applicable to such retail customer for the monthly billing period and computed in accordance with the provisions of Rider NS.

Nonstandard Meter-Related Facilities Charge

If the Company provides meter-related facilities to the retail customer served hereunder that are different from or in addition to facilities included in a standard metering installation, such meter-related facilities are provided and charged for through a rental amount applicable to such retail customer for the monthly billing period and computed in accordance with the provisions of Rider ML.

Other Generally Applicable Charges

The Company's Schedule of Rates of which this tariff is a part includes General Terms and Conditions and riders that include other generally applicable charges. Service hereunder is subject to such General Terms and Conditions, riders, and other generally applicable charges.

OTHER CHARGES.

Off Cycle Termination Fee

The Off Cycle Termination Fee is applicable in accordance with the provisions of the Term of Service section of this tariff and is equal to \$434.

*

Rate Stabilization Recovery

In the event that (a) Rider RRS - Residential Rate Stabilization Program (Rider RRS) is terminated as described in the last paragraph of the Early Termination section of Rider RRS, and (b) the mechanism to recover any balances in the individual long-term receivables accounts established to account for credits provided to residential retail customers participating in the Residential Rate Stabilization (RRS) Program beginning in January 2007 and extending through the May 2009 monthly billing period in accordance with the RRS Program approved by the ICC in Docket No. 06-0411 through the application of RRS Adjustments computed in accordance with the provisions of Rider RRS is also terminated, then the Company recovers such balances in accordance with the following procedure:

(Continued on Sheet No. 41)

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**RATE BESH
BASIC ELECTRIC SERVICE HOURLY PRICING**

(Continued from Sheet No. 40)

OTHER CHARGES (CONTINUED).

*

Rate Stabilization Recovery (Continued)

1. For each residential retail customer that had been participating in the RRS Program, the balance in the individual long-term receivables account attributable to such residential retail customer at the time of the termination of Rider RRS is increased by an amount, in \$, equal to the carrying charges expected to accrue to such balance over the period of time that extends from the date of the termination of Rider RRS to the start of the first monthly billing period that begins no earlier than fifteen (15) calendar days after the termination of Rider RRS. Such increased amount is further increased by an amount, in \$, equal to the carrying charges expected to accrue with respect to the expected monthly balances in such individual long-term receivables account over an amortization period of the lesser of (a) six (6) months, or (b) the number of months equivalent to the number of monthly billing periods remaining prior to May 31, 2012. Carrying charges are determined at an annual rate of 3.25%. Such balance, increased by such carrying charges, is the overall amount to be recovered from such residential retail customer. This amount, in \$, is the Recovery Amount (RA);
2. The RA is divided by the number of monthly billing periods equivalent to the number of months in the amortization period described in Item 1 of this procedure, commencing with the first monthly billing period that begins no earlier than fifteen (15) calendar days after the termination of Rider RRS. The resultant amount, in \$, is the RA Adjustment applicable to such residential retail customer. Such RA Adjustment cannot be a credit;
3. The RA Adjustment is applied to the monthly electric service bill issued to such residential retail customer for the number of monthly billing periods equivalent to the number of months in the amortization period described in Item 1 of this procedure commencing with the first monthly billing period that begins no earlier than fifteen (15) calendar days after the termination of Rider RRS;
4. Amounts collected through the application of the RA Adjustment reduce the balance in the individual long-term receivables account attributable to such residential retail customer;

(Continued on Sheet No. 42)

**RATE BESH
BASIC ELECTRIC SERVICE HOURLY PRICING**

(Continued from Sheet No. 41)

OTHER CHARGES (CONTINUED).

* **Rate Stabilization Recovery (Continued)**

5. The RA Adjustment is not applied for the purposes of back billing or bill adjustments or any purpose whatsoever after the end of the last monthly billing period described in Item 3 of this procedure during which the RA Adjustment is applied.

Notwithstanding the previous provisions of this procedure, for a situation in which the remaining net balance in the individual long-term receivables account attributable to a residential retail customer is less than the amount that would be charged to such residential retail customer through the application of the RA Adjustment, the net balance in such account is such residential retail customer's final RA Adjustment and is applied to such residential retail customer's monthly electric service bill, after which such residential retail customer is no longer subject to the RA Adjustment.

The RA Adjustments determined in accordance with the aforementioned procedure must be submitted by the Company to the ICC Staff no later than one (1) month after the start of the first monthly billing period during which such RA Adjustments are applied to residential retail customers that had been participating in the RRS Program. Such submission must be accompanied by supporting work papers providing documentation of the computation of such RA Adjustments.

For the aforementioned purpose of recovering any balances in the individual long-term receivables accounts, residential retail customers that had been participating in the RRS Program include only those residential retail customers that were participating in the RRS Program in accordance with Rider RRS and for which participation in such program had not terminated prior to the termination of Rider RRS.

Late Payment Charge

The Late Payment Charge as described in the Billing and Payment part of the General Terms and Conditions of the Company's Schedule of Rates is applicable to all charges applied in accordance with the provisions of this tariff.

(Continued on Sheet No. 43)

**RATE BESH
BASIC ELECTRIC SERVICE HOURLY PRICING**

(Continued from Sheet No. 42)

MEASUREMENT OF POWER AND ENERGY PROVIDED.

Electric power and energy provided to a retail customer served hereunder are measured in accordance with the provisions of the Measurement of Energy and Demand subsection of the Continuing Electric Service section of the Billing and Payment part of the General Terms and Conditions of the Company's Schedule of Rates. However, for a situation in which no metering installation or a metering installation that does not have an interval demand recording register is provided for the retail customer, the thirty (30) minute demands established by the retail customer and the kWhs delivered during each hour of the monthly billing period are statistically derived utilizing the load profile applicable to the retail customer, as such profile may be adjusted or modified pursuant to the Company's standard methodology for determination of load profiles, and the kWhs delivered during the monthly billing period, as determined or measured for such retail customer, as applicable.

TERM OF SERVICE.

For a retail customer requesting service hereunder, such service does not commence until the retail customer fulfills all applicable prerequisites of service provided in the General Terms and Conditions of the Company's Schedule of Rates, and the retail customer fulfills all applicable prerequisites of service provided in the Prerequisites of Service section of this tariff.

A retail customer's term of service hereunder commences when the Company begins to provide service hereunder.

To terminate service hereunder and switch to a different tariff for electric service, a retail customer must provide advance written notice to the Company at least seven (7) calendar days prior to the date on which the customer requests service hereunder to be terminated. For a situation in which the switch is to Rate RDS, a valid and applicable Direct Access Service Request (DASR) for such retail customer may be provided in lieu of advance written notice. Such notice or DASR, as applicable, is accepted by the Company and service hereunder is terminated on such date if (a) such date occurs (i) on the Company's normally scheduled meter reading or billing cycle date for such retail customer, or (ii) on a day other than the Company's normally scheduled meter reading or billing cycle date for such retail customer and such off cycle termination was not preceded by an off cycle switch to Rate BESH in the same monthly billing period, and (b) such retail customer, on or prior to such date, fulfills all prerequisites for, and on such date commences service under, such other applicable tariff that it selected and for which it is eligible. In the event such termination date occurs on a day other than the Company's normally scheduled meter reading or billing cycle date for such retail customer and such off cycle termination follows an off cycle switch to Rate BESH in the same monthly billing period, such termination notice is accepted by the Company and service hereunder is terminated on such termination date if (A) such retail customer pays to the Company the Off Cycle Termination Fee listed in the Other Charges section of this tariff at the time such notice is provided, and (B) such retail customer, on or prior to such date, fulfills all prerequisites for, and on such date commences service under, such other applicable tariff that it selected and for which it is eligible.

(Continued on Sheet No. 44)

**RATE BESH
BASIC ELECTRIC SERVICE HOURLY PRICING**

(Continued from Sheet No. 43)

TERM OF SERVICE (CONTINUED).

Notwithstanding the provisions of the previous paragraph, during the effective period of Rider RRTP – Residential Real Time Pricing Program (Rider RRTP), a residential retail customer that elects service hereunder and is taking service under Rider RRTP must continue to take service hereunder for a period of at least twelve (12) consecutive monthly billing periods.

In the event that a lighting retail customer terminates service under this tariff and does not elect to obtain service from the Company under any other tariffed service due to the fact that such lighting retail customer is abandoning the lighting system for which service hereunder has been provided, the lighting retail customer must provide the Company with sufficient notice to enable the Company and the lighting retail customer to cooperatively coordinate the termination of service hereunder to coincide with the abandonment of such lighting system.

Otherwise, in the event that the retail customer terminates service from the Company under this tariff and does not elect to obtain service from the Company under any other tariffed service at its premises due to the fact that such retail customer is vacating the premises, service hereunder continues for not more than ten (10) days after the date such retail customer vacates the premises, provided the retail customer provides timely notice to the Company to terminate service hereunder at such premises.

MISCELLANEOUS GENERAL PROVISIONS.

Provisions regarding credit requirements, deposits, billing, and payment for service provided hereunder are included in the General Terms and Conditions of the Company's Schedule of Rates.

Provisions regarding the disconnection and reconnection of electric service provided hereunder for safety or other reasons are included in the Disconnection and Reconnection part of the General Terms and Conditions of the Company's Schedule of Rates.

Provisions addressing the resolution of disputes between the Company and a retail customer that involve the performance, breach, or alleged breach of any obligation under this tariff, or under any rider applicable to this tariff, or under any contract entered into under this tariff or applicable rider, are included in the Dispute Resolution part of the General Terms and Conditions of the Company's Schedule of Rates.

Nothing in this tariff precludes a residential entity that shares occupancy of a nonresidential retail customer's premises from being served as a separate retail customer under a tariff applicable or available to residential retail customers.

Nothing in this tariff precludes a nonresidential entity that shares occupancy of a residential retail customer's premises from being served as a separate retail customer under a tariff applicable or available to nonresidential retail customers.

(Continued on Sheet No. 45)

**RATE BESH
BASIC ELECTRIC SERVICE HOURLY PRICING**

(Continued from Sheet No. 44)

MISCELLANEOUS GENERAL PROVISIONS (CONTINUED).

LMPs, listed in Eastern Prevailing Time (EPT), used to determine Hourly Energy Charges are available through PJM's web site. Furthermore, the Company electronically posts on its web site indicative day-ahead hourly energy prices and indicative real time hourly energy prices determined from PJM day-ahead locational marginal prices and real time locational marginal prices, respectively, for the ComEd Zone. Such indicative hourly energy prices, listed in Central Prevailing Time (CPT), include adjustments for applicable losses and uncollectible costs incurred by the Company as described in the Hourly Energy Charges subsection of the Monthly Charges section of this tariff.

The indicative day-ahead hourly energy prices are posted on a day-ahead basis in the form of twenty-four (24) hourly energy prices beginning with the hour from 11:00 p.m. of the present day to 12:00 a.m. (midnight) of the following day. The indicative real time hourly energy prices are posted on a day-after basis in the form of twenty-four (24) hourly energy prices beginning with the hour from 11:00 p.m. of two days before to 12:00 a.m. (midnight) of the day before. There are twenty-three (23) hourly energy prices for the first Sunday of Central Daylight Savings Time and twenty-five (25) hourly energy prices for the first Sunday of Central Standard Time.

The Company is not required to obtain any consent or other approval, whether prospective, contemporaneous, or retrospective, from the ICC or any other entity in order to issue bills containing any DCC, MCC, HEC, PJM Services Charge, Miscellaneous Procurement Components Charge, or HPEA determined in accordance with the provisions of this tariff or in order to collect any such DCC, MCC, HEC, PJM Services Charge, Miscellaneous Procurement Components Charge, or HPEA, provided, however, that any such HPEA is subject to adjustment in accordance with annual proceedings conducted as provided in this Miscellaneous General Provisions section during which any error is determined to have been associated with the application of an HPEA.

Each year at least thirty (30) calendar days prior to the start of the June monthly billing period, internal administrative and operational costs expected to be incurred by the Company as a result of its electric power and energy supply procurement activities for retail customers for which the Company is to provide service hereunder during the PJM Planning Period beginning on the June 1 corresponding to such June monthly billing period, must be reviewed by Company representatives with personnel from the Accounting Department of the ICC Staff.

Each time the Company files any DCC, MCC, PJM Services Charge, Miscellaneous Procurement Components Charge, or HPEA with the ICC for informational purposes, such filing must include work papers supporting the determination of such DCC, MCC, PJM Services Charge, Miscellaneous Procurement Components Charge, or HPEA, as applicable.

(Continued on Sheet No. 46)

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**RATE BESH
BASIC ELECTRIC SERVICE HOURLY PRICING**

(Continued from Sheet No. 45)

MISCELLANEOUS GENERAL PROVISIONS (CONTINUED).

Each year beginning in 2009, the Company must conduct an internal audit of its costs for the previous PJM Planning Year and recoveries of such costs pursuant to this tariff. The Company must also prepare a report each year that summarizes the results of such audit. Such report must be submitted to the ICC 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 Financial Analysis Division within sixty (60) calendar days after the end of the effective period associated with the May determination period of such PJM Planning Year. Such report must be verified by an officer of the Company.

The audit described in the previous paragraph of this Miscellaneous General Provisions section must examine (a) costs recovered pursuant to this tariff to verify that such costs are recovered only pursuant to this tariff and to confirm that any such costs are not also being recovered inappropriately through charges imposed under other tariffs, (b) charges and adjustments determined pursuant to this tariff that are included in retail customers' bills for electric service provided hereunder to verify that such charges and adjustments are properly applied, (c) revenues resulting from the application of this tariff to verify that such revenues are correctly stated, and (d) the Company's internal administrative and operational costs associated with the procurement of electric power and energy for retail customers served hereunder to verify that such costs are reasonable.

No earlier than ninety (90) calendar days after the end of the effective period associated with the May 2008 determination period, a proceeding must commence to provide for the correction of any errors that may have occurred in the application of the provisions of this tariff and the previously effective Rider CPP. Any correction of any such error is determined and applied in accordance with lawful orders issued by the ICC in such proceeding.

Thereafter, each year beginning in 2009, no earlier than ninety (90) calendar days after the end of the effective period associated with the May determination period of a PJM Planning Year, a proceeding must commence to provide for the correction of any errors that may have occurred in the application of the provisions of this tariff. Any correction of any such error is determined and applied in accordance with lawful orders issued by the ICC in such proceeding.

Any proceeding described in the previous two (2) paragraphs may also provide for the determination of the reasonableness of the Company's internal administrative and operational costs associated with the procurement of electric power and energy for retail customers served hereunder. Any correction of any such internal administrative or operational cost that is found to be unreasonable by the ICC is determined and applied in accordance with lawful orders issued by the ICC in such proceeding.

The Company's Schedule of Rates of which this tariff is a part includes General Terms and Conditions and riders. Service hereunder is subject to the General Terms and Conditions and the riders applicable to this tariff.

**RATE RDS
RETAIL DELIVERY SERVICE**

ORGANIZATION OF RATE RDS

Rate RDS - Retail Delivery Service (Rate RDS) is organized into parts which are further organized into sections, as applicable. Some sections are further organized into subsections. In the following listing of Rate RDS's parts and sections, parts are designated by number while sections are designated by letter.

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**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 47)

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AVAILABILITY

This tariff is available to any retail customer, provided such retail customer meets all the prerequisites of service described in the Prerequisites of Service section of the Application for and Commencement of Service part of this tariff.

Pursuant to Section 16-104(e) of the Public Utilities Act (Act) (220 ILCS 5/16-104(e)), a retail customer to which this tariff is available may take service hereunder for all or a portion of its electric power and energy requirements. A retail customer electing the latter option must designate the portion of its electric power and energy requirements to be served under this tariff in accordance with the provisions in the Split Load and Supplier Options section of the Service Options part of this tariff.

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**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 48)

NATURE OF SERVICE

DELIVERY SERVICE.

Delivery service is the delivery of electric power and energy to retail customers by the Company in accordance with the terms of this Delivery Service section. Such delivery includes (1) the delivery of electric power and energy on the Company's distribution facilities, including the provision of reactive power and voltage support using distribution facilities, at the rates and subject to the terms, conditions, and limitations provided for in its tariffs on file with the Illinois Commerce Commission (ICC); (2) the delivery of electric power and energy on the transmission facilities located in the Company's service territory, at the same rates and subject to the same terms, conditions, and limitations specified in applicable tariffs on file with the Federal Energy Regulatory Commission (FERC) governing transactions over the transmission facilities located in the Company's service territory; (3) those other transmission, ancillary transmission, and/or related services that the FERC determines should be offered by the Company or other providers of transmission services on transmission facilities located in the Company's service territory, under applicable tariffs on file with the FERC governing the provision of such services, at the same rates and subject to the same terms, conditions, and limitations specified in such tariffs; and (4) the Company's standard metering and billing services that are necessary to permit eligible retail customers to receive service hereunder as permitted by law and by tariffs approved by the ICC and by the FERC. All the foregoing items constitute delivery service pursuant to this tariff.

Notwithstanding the foregoing provisions of this Delivery Service section, transmission, ancillary transmission, and/or related services may be provided by a provider, other than the Company, on transmission facilities located in the Company's service territory, in connection with a transaction under this tariff if: (a) applicable tariffs on file with the FERC governing the provision of such services on the transmission facilities located in the Company's service territory allow for or require the provision of such services by such other provider, and (b) those services are provided at the same rates, terms, and conditions as are provided in such tariffs.

The Company delivers electric power and energy to retail customers and retail customers take and pay for such delivery in accordance with the provisions of this tariff, the General Terms and Conditions of the Company's Schedule of Rates, and such other tariffs as are applicable to the services being provided. Such delivery is made for electric power and energy that are (a) supplied to retail customers by Retail Electric Suppliers (RESSs) that are taking service under the Company's Rate RESS - Retail Electric Supplier Service (Rate RESS), (b) supplied to retail customers by RESSs for retail customers identified as Customer Self-Managers (CSMs) in accordance with the provisions of the Types of Customers section of the Service Options part of this tariff, and (c) supplied to retail customers by the Company in accordance with the provisions of Rider PPO - Power Purchase Option (Rider PPO).

(Continued on Sheet No. 50)

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Issued by A. R. Pramaggiore, Exec. Vice President
Post Office Box 805379
Chicago, Illinois 60680-5379**

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 49)

NATURE OF SERVICE (CONTINUED)

DELIVERY SERVICE (CONTINUED).

In accordance with federal law and FERC determinations, the Company's obligation to provide or arrange for the provision of certain components of delivery service, which includes the procurement and arrangement for the procurement of federal-jurisdictional services for itself and its retail customers, is met through its membership in PJM Interconnection, L.L.C. (PJM). The delivery service components so provided are taken hereunder at the same rates and subject to the same terms, conditions, and limitations as are authorized by the FERC and the Company is not liable for the performance, representations, actions, or omissions of PJM.

In the event that the Company no longer owns transmission facilities or no longer is obligated by the FERC to provide transmission services or ancillary transmission services, then the Company's obligation to provide or arrange for the provision of such delivery service components terminates.

RELATIONSHIP OF THE RETAIL CUSTOMER, RES, AND THE COMPANY.

The retail customer purchases delivery service from the Company under this tariff and other applicable tariffs of the Company. RESs sell electric power and energy supply service to the retail customer pursuant to contractual arrangements that are not part of the Company's tariffs. The Company is not a party to such sales of electric power and energy supply service to the retail customer taking service hereunder and is not bound by any term, condition, or provision of agreement for such sales. RESs are not agents of the Company and 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. The Company is not liable for any act, omission, promise, or representation of any RES that takes service under Rate RESS or that provides or promises or represents that it will provide electric power and energy supply service in the Company's service territory.

ELECTRICAL CHARACTERISTICS OF SERVICE.

The electrical characteristics of the electric service delivered to retail customers served hereunder is comparable to the electrical characteristics of the electric power and energy delivered to other retail customers taking service under other tariffs included in the Company's Schedule of Rates. Such characteristics are described in the Electrical Characteristics section of the Nature of Service part of the General Terms and Conditions of the Company's Schedule of Rates.

(Continued on Sheet No. 51)

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**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 50)

NATURE OF SERVICE (CONTINUED)

SERVICE AND FACILITIES.

Standard service and distribution facilities provided by the Company for a retail customer served hereunder are determined in accordance with the provisions of the General Terms and Conditions and other applicable tariffs in the Company's Schedule of Rates.

Notwithstanding the preceding provisions of this Service and Facilities section, if larger, more, or different services or distribution facilities than those needed to provide standard electric service to the retail customer are in place, required or requested by the retail customer, and such services or facilities are reasonably and technically feasible, and can be furnished, installed, operated, replaced, and maintained with no significant adverse impact on the Company's system with respect to reliability or efficiency, such services or facilities are furnished, installed, owned, operated, replaced, and maintained by the Company, provided the Company is allowed to recover from the retail customer the costs of furnishing, installing, owning, operating, replacing, and maintaining such services or facilities in accordance with its provisions for providing nonstandard services and facilities in the Company's Schedule of Rates, including but not limited to the provisions of the General Terms and Conditions, Rider DE - Distribution System Extensions (Rider DE), Rider NS - Nonstandard Services and Facilities (Rider NS), and Rider ML - Meter-Related Facilities Lease (Rider ML).

For a situation in which the Company relocates or removes Company facilities in accordance with a retail customer's requirements or request, such relocation or removal is performed in accordance with the provisions for providing nonstandard services and facilities.

(Continued on Sheet No. 52)

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**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 51)

SERVICE OPTIONS

TYPES OF CUSTOMERS.

Customer Self-Managers

A Customer Self-Manager (CSM) manages directly its own supply of electric power and energy and use of transmission services and ancillary transmission services, and submits its own Direct Access Service Requests (DASRs), rather than utilizing a RES for such purposes. A nonresidential retail customer may act as a CSM if it (a) has reasonable expectation that it will cause at least one megawatt (1 MW) to be delivered hereunder in each of at least ninety percent (90%) of the hours in the twelve (12) consecutive monthly billing periods following its designation as a CSM and in each subsequent twelve (12) consecutive monthly billing periods, absent a force majeure as defined in any applicable tariff on file with the FERC governing transactions over the transmission facilities located in the Company's service territory, with such amount to be for one premises or multiple premises at which the CSM is the Company's retail customer; (b) has the ability to procure, and procures, its transmission services and ancillary transmission services under each applicable tariff on file with the FERC governing the transmission of electric power and energy to and within the Company's service territory; (c) demonstrates through the successful completion of the Company's testing program, and maintains, the ability to electronically transmit DASRs to the Company, electronically receive metering data from the Company, and electronically send and receive any other applicable information transmissions to and from the Company; (d) executes an agreement with the Company to act as a CSM as provided herein; and (e) qualifies as an Eligible Customer under the provisions of the PJM Open Access Transmission Tariff (OATT), or any successor thereto. The CSM is responsible for the obligations described in the Technical and Operational Provisions part of this tariff for all retail customer premises for which it is the CSM. The CSM submits DASRs, as applicable, for all retail customer premises for which it is the CSM. The CSM is responsible for complying with all applicable PJM regulations and business practices.

A CSM may employ a qualified agent other than a RES taking service under Rate RESS to arrange for transmission services and ancillary transmission services in the CSM's name and on behalf of the CSM insofar as such employment is permitted under applicable tariffs on file with the FERC. Such CSM must notify the Company and PJM, in writing, of the identity of the agent at least three (3) business days prior to the agent arranging for such services on behalf of the CSM. The agent cannot take any action that causes the CSM to be in violation of this tariff, any other applicable tariff on file with the ICC or the FERC, or any contract between the Company and the CSM. The CSM is responsible for each act the agent takes in the CSM's name, regardless of whether or not such act was authorized by the CSM. Employing an agent does not relieve the CSM of any obligation under this tariff or any other applicable tariff or contract.

(Continued on Sheet No. 53)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 52)

SERVICE OPTIONS (CONTINUED)

TYPES OF CUSTOMERS (CONTINUED).

Retail Customers Taking Service Under Rider PPO

A retail customer for which directly procured electric power and energy supply is provided by the Company under Rider PPO procures all applicable transmission services and ancillary transmission services through the Company for such supply provided under the terms of Rider PPO. The Company is responsible for the obligations, as applicable, described in the Technical and Operational Provisions part of this tariff for such retail customer. The Company submits DASRs, as applicable, for such retail customer.

All Other Retail Customers Served Hereunder

A retail customer taking service hereunder that is not a CSM, and is not taking service under Rider PPO, manages its supply of electric power and energy and use of transmission services and ancillary transmission services for the electric power and energy delivered hereunder through a RES subject to Rate RESS, and designated by such retail customer in accordance with the terms of this tariff and Rate RESS. Such RES arranges for all applicable transmission services and ancillary transmission services on behalf of such retail customer under each applicable tariff on file with the FERC. Such RES, along with the retail customer, is responsible for certain obligations with respect to such retail customer, including the obligations included in the Technical and Operational Provisions part of this tariff. Such RES also has the obligation to pay on behalf of the retail customer for certain components of delivery service, as provided in Rate RESS. The RES submits DASRs, as applicable, for such retail customer.

By designating a RES for the purposes described in the preceding paragraph, the retail customer authorizes the Company to transfer to such designated RES all such retail customer's meter and billing data for the electric power and energy supply service provided to such retail customer by such designated RES.

By taking delivery service and purchasing electric power and energy supply service from a RES served under Rate RESS, the retail customer also authorizes such RES, on such retail customer's behalf, to arrange for transmission services and ancillary transmission services to be used by the retail customer, to act on behalf of the retail customer as a Transmission Customer under the applicable tariffs on file with the FERC in connection with such transactions, and to execute transmission service agreements and other contracts relating to transmission services on behalf of such retail customer. The Company or PJM, as applicable, may in the first instance, bill the RES for certain components of delivery service taken and used by the retail customer, including transmission services and ancillary transmission services, in accordance with Rate RESS, but this does not affect the obligation of the retail customer to pay for such services in the event that the RES does not remit payment on such retail customer's behalf in accordance with the terms of Rate RESS.

(Continued on Sheet No. 54)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 53)

SERVICE OPTIONS (CONTINUED)

SPLIT LOAD AND SUPPLIER OPTIONS.

A retail customer electing to have its electric power and energy requirements supplied under any option provided in this Split Load and Supplier Options section must enter into a written contract with the Company. Such written contract specifies the supplier and split load option, the split load designations elected by the retail customer, and the term of provision of the option.

Supplier Options

Any portion of a retail customer's electric power and energy requirements that is provided by the Company under the terms of a tariff for bundled electric service must be served under Rate BESH - Basic Electric Service Hourly Pricing (Rate BESH). A retail customer for which service is provided under Rate BESH for such portion is not eligible to elect to obtain Metering Service as described in the Alternative Metering Service subsection of the Metering Facilities section of the Metering part of this tariff.

For a situation in which the retail customer is a nonresidential retail customer meeting all the prerequisites of service hereunder, such nonresidential retail customer may elect to have its electric power and energy requirements supplied under one of the three following supplier options for the purposes of split load supply: (1) by the Company under Rider PPO and by a RES with delivery service under Rate RDS; or (2) by the Company under Rate BESH and by a RES with delivery service under Rate RDS; or (3) by the Company under Rate BESH and by the Company under Rider PPO with delivery service under Rate RDS.

For a situation in which the retail customer is a residential retail customer meeting all the prerequisites of service hereunder, such residential retail customer may elect to have its electric power and energy requirements supplied by the Company under Rate BESH and by a RES with delivery service under Rate RDS for the purposes of split load supply.

(Continued on Sheet No. 55)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 54)

SERVICE OPTIONS (CONTINUED)

SPLIT LOAD AND SUPPLIER OPTIONS (CONTINUED).

Split Load Options

A retail customer electing one of the supplier options described in the Supplier Options subsection of this Split Load and Supplier Options section designates the portions of its electric power and energy requirements to be so supplied in accordance with one of the following three mutually exclusive options: (a) meter by meter; (b) percentage of customer load; or (c) first through the meter.

Meter by Meter

The meter by meter option allows a retail customer to have a portion of the electric power and energy supplied to the retail customer and registered by one or more of the meters at the retail customer's premises provided by one supplier and tariff designated in the elected supplier option and the remaining portion of the electric power and energy supplied to the retail customer and registered by the remaining meters at the retail customer's premises provided by the other supplier and tariff designated in the elected supplier option.

A retail customer electing one of the supplier options described in the Supplier Options subsection of this Split Load and Supplier Options section and the meter by meter option as provided in this Split Load Options subsection designates the portions of its electric power and energy requirements to be so supplied on a specific meter by meter basis. The meters associated with service provided under this meter by meter option must be installed, operated, and maintained in such a manner so as to ensure that each such meter registers and measures electric power and energy supplied only by the supplier and under the terms designated in the Supplier Options subsection of this Split Load and Supplier Options section specified for such meter.

(Continued on Sheet No. 56)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 55)

SERVICE OPTIONS (CONTINUED)

SPLIT LOAD AND SUPPLIER OPTIONS (CONTINUED).

Split Load Options (Continued)

Percentage of Customer Load

The percentage of customer load option allows a retail customer to have a portion of the total amount of electric power and energy supplied to the retail customer provided by one supplier and tariff designated in the elected supplier option and the remaining portion of the electric power and energy supplied to the retail customer provided by the other supplier and tariff designated in the elected supplier option with such portions determined on the basis of a single constant ratio stated as percentages of the electric power and energy supplied to the retail customer that apply during each half-hour of each monthly billing period.

A retail customer electing one of the supplier options described in the Supplier Options subsection of this Split Load and Supplier Options section and the percentage of customer load option as provided in this Split Load Options subsection must designate the portions of its electric power and energy requirements to be so supplied by two specified constant percentages of the total electric power and energy supplied to the retail customer that apply during each half-hour of each monthly billing period. The constant percentage for one portion of the electric power and energy supplied to the retail customer is the same for every half-hour, and the constant percentage for the remaining portion of the electric power and energy supplied to the retail customer is the same for every half-hour. The sum of the two constant percentages must equal 100%, and each percentage must be a positive integer between one (1) and ninety-nine (99), inclusive.

A retail customer electing this percentage of customer load option is required to have meter-related facilities adequate to measure the kilowatt-hours (kWhs) delivered to the retail customer and the rate at which such electricity is delivered to such retail customer for each half-hour in the monthly billing period for each metering installation at such retail customer's premises.

(Continued on Sheet No. 57)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 56)

SERVICE OPTIONS (CONTINUED)

SPLIT LOAD AND SUPPLIER OPTIONS (CONTINUED).

Split Load Options (Continued)

First Through the Meter

The first through the meter option allows a retail customer to have a portion of the electric power and energy supplied to the retail customer provided by one supplier and tariff designated in the elected supplier option and the remaining portion of the electric power and energy supplied to the retail customer provided by the other supplier and tariff designated in the elected supplier option with such portions determined on the basis of a single specified constant amount of electric power and energy supplied to the retail customer that applies during each half-hour of each monthly billing period.

A retail customer electing one of the supplier options described in the Supplier Options subsection of this Split Load and Supplier Options section and the first through the meter option as provided in this Split Load Options subsection must designate the portions of its total electric power and energy requirements to be so supplied by a single specified constant amount of electric power and energy in kWhs to be applied to each half-hour in each monthly billing period. The specified constant amount of electric power and energy supplied to the retail customer is the same for every half-hour. All electric power and energy up to such specified constant amount in each half-hour of each monthly billing period is supplied to the retail customer by one supplier and tariff designated in the elected supplier option, and the remaining electric power and energy in each half-hour of each monthly billing period, if any, is supplied to the retail customer by the other supplier and tariff designated in the elected supplier option.

A retail customer electing this first through the meter option is required to have meter-related facilities adequate to measure the kWhs delivered to the retail customer and the rate at which such electricity is delivered to such retail customer for each half-hour in the monthly billing period for each metering installation at such retail customer's premises.

Notwithstanding the aforementioned provisions of this Split Load and Supplier Options section, all electric power and energy delivered to unmetered service locations, as allowed under the provisions of the General Terms and Conditions of the Company's Schedule of Rates, must be provided by a single supplier.

(Continued on Sheet No. 58)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 57)

SERVICE OPTIONS (CONTINUED)

METERING SERVICE OPTIONS.

For a situation in which (1) the retail customer meets all prerequisites of service hereunder, (2) the retail customer has all the electric power and energy it requires delivered hereunder, and (3) the retail customer is not taking service under a real time pricing program provided by a RES that is taking service under Rider RESRRTP - Retail Electric Supplier Residential Real Time Pricing Program (Rider RESRRTP), such retail customer may elect to have its Metering Service provided by a Metering Service Provider (MSP) as described in the Alternative Metering Service subsection of the Metering Facilities section of the Metering part of this tariff, rather than have its metering service provided by the Company. If the retail customer does not elect or is not eligible to elect to have its Metering Service provided by an MSP, then the Company provides the retail customer with metering service as provided in the Company-Provided Metering Service subsection of the Metering Facilities section of the Metering part of this tariff.

DEFINITIONS

GENERAL DEFINITIONS.

Definitions of terms used in this tariff are provided in the Definitions part of the General Terms and Conditions of the Company's Schedule of Rates.

DELIVERY CLASSES.

Delivery classes are the designations for retail customers located in the Company's service territory so that retail customers can be categorized for the purposes of computing charges for the delivery of electric service and applying such charges to retail customers. Fifteen (15) delivery classes are identified for such purposes: the Residential Single Family Without Electric Space Heat Delivery Class, Residential Multi Family Without Electric Space Heat Delivery Class, Residential Single Family With Electric Space Heat Delivery Class, Residential Multi Family With Electric Space Heat Delivery Class, Watt-Hour Delivery Class, Small Load Delivery Class, Medium Load Delivery Class, Large Load Delivery Class, Very Large Load Delivery Class, Extra Large Load Delivery Class, High Voltage Delivery Class, Railroad Delivery Class, Fixture-Included Lighting Delivery Class, Dusk to Dawn Lighting Delivery Class, and General Lighting Delivery Class. These classes are defined in the Delivery Classes section of the Retail Customer Categorizations part of the General Terms and Conditions of the Company's Schedule of Rates.

(Continued on Sheet No. 59)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 58)

APPLICATION FOR AND COMMENCEMENT OF SERVICE

PREREQUISITES OF SERVICE.

The following prerequisites of service must be met before a retail customer commences service hereunder:

1. Such retail customer must enter into a contractual agreement for the procurement of the electric power and energy supply service to be delivered hereunder from one or more of the following:
 - a. a RES taking service from the Company under Rate RESS, or
 - b. if such retail customer is a CSM and so chooses, a RES to which Rate RESS is available, or
 - c. the Company under the terms of Rider PPO; and
2. Such retail customer must fulfill all obligations, except timely payment for service, for which it is responsible with respect to terminating service under any tariff under which the Company has provided electric service to such retail customer; and
3. The Company must be in receipt of a valid and applicable DASR that has been duly authorized by such retail customer; and
4. Such retail customer fulfills all applicable prerequisites of service provided in the General Terms and Conditions of the Company's Schedule of Rates; and
5. Such retail customer must reasonably cooperate with the Company as necessary to ensure that all meter-related facilities required for service hereunder are installed and in operating condition.

COMMENCEMENT OF SERVICE.

Service to a retail customer electing service hereunder commences in accordance with the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Electric Service part of this tariff only after all the prerequisites of service provided in the Prerequisites of Service section of this Application for and Commencement of Service part are fulfilled.

(Continued on Sheet No. 60)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 59)

RATES AND CHARGES

* **MONTHLY CHARGES.**

A retail customer served hereunder is subject to the charges described in this Monthly Charges section, as applicable, for each monthly billing period. The incremental distribution uncollectible cost factors, the $IDUF_R$, $IDUF_N$, and $IDUF_A$, utilized in the determination of the charges described in this Monthly Charges section are equal to (a) 1.0 through the March 2010 monthly billing period; (b) $IDUF_{R8}$, $IDUF_{N8}$, and $IDUF_{A8}$, respectively, determined in accordance with the provisions in Rider UF - Uncollectible Factors (Rider UF), for the April 2010 through May 2010 monthly billing periods; (c) $IDUF_{R8}$ multiplied by $IDUF_R$, $IDUF_{N8}$ multiplied by $IDUF_N$, and $IDUF_{A8}$ multiplied by $IDUF_A$, respectively, with $IDUF_R$, $IDUF_N$, and $IDUF_A$ determined in accordance with the provisions of Rider UF, for the June 2010 through December 2010 monthly billing periods; and (d) $IDUF_R$, $IDUF_N$, and $IDUF_A$, respectively, beginning with the January 2011 monthly billing period.

The Customer Charge is applied to the retail customer for the monthly billing period.

The Distribution Facilities Charge provided on a \$/kW basis is applied to the Maximum Kilowatts Delivered (MKD) established by the retail customer during the monthly billing period, as applicable. The Distribution Facilities Charge provided on a \$/kWh basis is applied to the kWhs delivered to the retail customer during the monthly billing period, as applicable. The Distribution Facilities Charge provided on a \$/fixture basis is applied to the number of corresponding fixture units in place for the retail customer at the beginning of the monthly billing period.

The Standard Metering Service Charge is applied to the retail customer for each monthly billing period, as described in this paragraph. For a retail customer for which a Customer Charge is applicable, the Standard Metering Service Charge is applied to the retail customer for the monthly billing period. For a retail customer for which a Distribution Facilities Charge on a \$/kWh basis is applicable and no Customer Charge is applicable, the Standard Metering Service Charge is applied to the kWhs delivered to the retail customer during the monthly billing period. Notwithstanding the previous provisions of this paragraph, if a retail customer served hereunder is provided with Metering Service by an MSP in accordance with the Alternative Metering Service subsection of the Metering Facilities section of the Metering part of this tariff, the Standard Metering Service Charge is not applicable to such retail customer. All other applicable charges continue to be applicable to such retail customer.

Residential Single Family Without Electric Space Heat Delivery Class

Customer Charge	\$7.64 x $IDUF_R$
Standard Metering Service Charge	\$2.24 x $IDUF_R$
Distribution Facilities Charge (\$/kWh)	\$0.02407 x $IDUF_R$

Residential Multi Family Without Electric Space Heat Delivery Class

Customer Charge	\$6.65 x $IDUF_R$
Standard Metering Service Charge	\$2.24 x $IDUF_R$
Distribution Facilities Charge (\$/kWh)	\$0.02407 x $IDUF_R$

(Continued on Sheet No. 61)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 60)

RATES AND CHARGES (CONTINUED)

* **MONTHLY CHARGES (CONTINUED).**

Residential Single Family With Electric Space Heat Delivery Class

Customer Charge	\$7.64 x IDUF _R
Standard Metering Service Charge	\$2.24 x IDUF _R
Distribution Facilities Charge (\$/kWh)	\$0.02023 x IDUF _R

Residential Multi Family With Electric Space Heat Delivery Class

Customer Charge	\$6.65 x IDUF _R
Standard Metering Service Charge	\$2.24 x IDUF _R
Distribution Facilities Charge (\$/kWh)	\$0.02023 x IDUF _R

Watt-Hour Delivery Class

Customer Charge	\$7.35 x IDUF _N
Standard Metering Service Charge	\$1.80 x IDUF _N
Distribution Facilities Charge (\$/kWh)	\$0.01899 x IDUF _N

Small Load Delivery Class

Customer Charge	\$8.29 x IDUF _N
Standard Metering Service Charge	\$6.73 x IDUF _N
Distribution Facilities Charge (\$/kW)	\$4.86 x IDUF _N

Medium Load Delivery Class

Customer Charge	\$13.46 x IDUF _N
Standard Metering Service Charge	\$9.68 x IDUF _N
Distribution Facilities Charge (\$/kW)	\$5.67 x IDUF _N

Large Load Delivery Class

Customer Charge	\$94.90 x IDUF _N
Standard Metering Service Charge	\$15.33 x IDUF _N
Distribution Facilities Charge (\$/kW)	\$6.04 x IDUF _N

Very Large Load Delivery Class

Customer Charge	\$532.67 x IDUF _A
Standard Metering Service Charge	\$19.60 x IDUF _A
Distribution Facilities Charge (\$/kW)	\$5.71 x IDUF _A

Extra Large Load Delivery Class

Customer Charge	\$771.49 x IDUF _A
Standard Metering Service Charge	\$51.60 x IDUF _A
Distribution Facilities Charge (\$/kW)	\$3.28 x IDUF _A

(Continued on Sheet No. 62)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 61)

RATES AND CHARGES (CONTINUED)

* **MONTHLY CHARGES (CONTINUED).**

High Voltage Delivery Class

Customer Charge

Applicable if the predominant portion of the MKD is served by electric conductors entering the retail customer's premises at or above 69,000 volts \$435.11 x IDUF_A

Applicable if the predominant portion of the MKD is served by electric conductors entering the retail customer's premises below 69,000 volts and the highest demand established by the retail customer during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period for such portion never exceeded 100 kW \$8.29 x IDUF_N

Applicable if the predominant portion of the MKD is served by electric conductors entering the retail customer's premises below 69,000 volts and the highest demand established by the retail customer during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period for such portion exceeded 100 kW but never exceeded 400 kW \$13.46 x IDUF_N

Applicable if the predominant portion of the MKD is served by electric conductors entering the retail customer's premises below 69,000 volts and the highest demand established by the retail customer during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period for such portion exceeded 400 kW but never exceeded 1,000 kW \$94.90 x IDUF_N

Applicable if the predominant portion of the MKD is served by electric conductors entering the retail customer's premises below 69,000 volts and the highest demand established by the retail customer during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period for such portion exceeded 1,000 kW but never exceeded 10,000 kW \$532.67 x IDUF_A

Applicable if the predominant portion of the MKD is served by electric conductors entering the retail customer's premises below 69,000 volts and the highest demand established by the retail customer during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period for such portion exceeded 10,000 kW \$771.49 x IDUF_A

(Continued on Sheet No. 63)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 62)

RATES AND CHARGES (CONTINUED)

* **MONTHLY CHARGES (CONTINUED).**

High Voltage Delivery Class (Continued)

Standard Metering Service Charge

Applicable if the predominant portion of the MKD is served by electric conductors entering the retail customer's premises at or above 69,000 volts \$25.30 x IDUF_A

Applicable if the predominant portion of the MKD is served by electric conductors entering the retail customer's premises below 69,000 volts and the highest demand established by the retail customer during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period for such portion never exceeded 100 kW \$6.73 x IDUF_N

Applicable if the predominant portion of the MKD is served by electric conductors entering the retail customer's premises below 69,000 volts and the highest demand established by the retail customer during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period for such portion exceeded 100 kW but never exceeded 400 kW \$9.68 x IDUF_N

Applicable if the predominant portion of the MKD is served by electric conductors entering the retail customer's premises below 69,000 volts and the highest demand established by the retail customer during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period for such portion exceeded 400 kW but never exceeded 1,000 kW \$15.33 x IDUF_N

Applicable if the predominant portion of the MKD is served by electric conductors entering the retail customer's premises below 69,000 volts and the highest demand established by the retail customer during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period for such portion exceeded 1,000 kW but never exceeded 10,000 kW \$19.60 x IDUF_A

Applicable if the predominant portion of the MKD is served by electric conductors entering the retail customer's premises below 69,000 volts and the highest demand established by the retail customer during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period for such portion exceeded 10,000 kW \$51.60 x IDUF_A

(Continued on Sheet No. 64)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 63)

RATES AND CHARGES (CONTINUED)

* **MONTHLY CHARGES (CONTINUED).**

High Voltage Delivery Class (Continued)

High Voltage Distribution Facilities Charge (\$/kW)

Applicable to the portion of the MKD that is served by electric conductors entering the retail customer's premises at or above 69,000 volts, if the highest demand established by the retail customer during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period for such portion exceeded 10,000 kW

\$1.33 x IDUF_A

Applicable to the portion of the MKD that is served by electric conductors entering the retail customer's premises at or above 69,000 volts, if the highest demand established by the retail customer during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period for such portion never exceeded 10,000 kW

\$2.87 x IDUF_A

Standard Voltage Distribution Facilities Charge (\$/kW)

Applicable to the portion of the MKD that is served by electric conductors entering the retail customer's premises below 69,000 volts, if the highest demand established by the retail customer during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period for such portion never exceeded 100 kW

\$4.86 x IDUF_N

Applicable to the portion of the MKD that is served by electric conductors entering the retail customer's premises below 69,000 volts, if the highest demand established by the retail customer during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period for such portion exceeded 100 kW but never exceeded 400 kW

\$5.67 x IDUF_N

Applicable to the portion of the MKD that is served by electric conductors entering the retail customer's premises below 69,000 volts, if the highest demand established by the retail customer during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period for such portion exceeded 400 kW but never exceeded 1,000 kW

\$6.04 x IDUF_N

Applicable to the portion of the MKD that is served by electric conductors entering the retail customer's premises below 69,000 volts, if the highest demand established by the retail customer during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period for such portion exceeded 1,000 kW but never exceeded 10,000 kW

\$5.71 x IDUF_A

Applicable to the portion of the MKD that is served by electric conductors entering the retail customer's premises below 69,000 volts, if the highest demand established by the retail customer during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period for such portion exceeded 10,000 kW

\$3.28 x IDUF_A

(Continued on Sheet No. 65)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 64)

RATES AND CHARGES (CONTINUED)

* **MONTHLY CHARGES (CONTINUED).**

Railroad Delivery Class

Customer Charge	\$4,298.25 x IDUF _A
Standard Metering Service Charge	\$60.40 x IDUF _A
Distribution Facilities Charge (\$/kW)	\$3.17 x IDUF _A

Fixture-Included Lighting Delivery Class Public Street Lighting Fixtures

Mercury Vapor (MV) Fixtures Distribution Facilities Charges	
100 Watts - 4,200 Initial Lumens (\$/fixture)	\$5.71 x IDUF _A
175 Watts - 8,150 Initial Lumens (\$/fixture)	\$5.75 x IDUF _A
250 Watts - 11,500 Initial Lumens (\$/fixture)	\$6.01 x IDUF _A
400 Watts - 21,500 Initial Lumens (\$/fixture)	\$6.33 x IDUF _A
High Pressure Sodium (HPS) Fixtures Distribution Facilities Charges	
70 Watts - 5,800 Initial Lumens (\$/fixture)	\$6.02 x IDUF _A
100 Watts - 9,500 Initial Lumens (\$/fixture)	\$6.04 x IDUF _A
150 Watts - 16,000 Initial Lumens (\$/fixture)	\$6.14 x IDUF _A
250 Watts - 30,000 Initial Lumens (\$/fixture)	\$6.62 x IDUF _A
400 Watts - 50,000 Initial Lumens (\$/fixture)	\$6.75 x IDUF _A
1,000 Watts - 140,000 Initial Lumens (\$/fixture)	\$9.70 x IDUF _A

Fixture-Included Lighting Delivery Class Private Outdoor Lighting Fixtures

MV Fixtures Distribution Facilities Charges	
175 Watts - 8,600 Initial Lumens (\$/fixture)	\$7.93 x IDUF _A
400 Watts - 21,500 Initial Lumens (\$/fixture)	\$8.63 x IDUF _A
HPS Flood Fixtures Distribution Facilities Charges	
100 Watts - 9,500 Initial Lumens (\$/fixture)	\$9.29 x IDUF _A
250 Watts - 30,000 Initial Lumens (\$/fixture)	\$9.30 x IDUF _A
HPS Fixtures Distribution Facilities Charges	
100 Watts - 9,500 Initial Lumens (\$/fixture)	\$8.40 x IDUF _A
150 Watts - 16,000 Initial Lumens (\$/fixture)	\$8.28 x IDUF _A

Fixture-Included Lighting Delivery Class Equipment Distribution Facilities Charges

Mounting Bracket - Eight feet (8 ft.) or less in length (\$/fixture)	\$3.61 x IDUF _A
Mounting Bracket - Over 8 ft. in length (\$/fixture)	\$5.97 x IDUF _A
Post Top Luminaire (\$/fixture)	\$1.55 x IDUF _A
Acorn Style Luminaire (\$/fixture)	\$3.96 x IDUF _A

(Continued on Sheet No. 66)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 65)

RATES AND CHARGES (CONTINUED)

* **MONTHLY CHARGES (CONTINUED).**

Dusk to Dawn Lighting Delivery Class

Standard Metering Service Charge (\$/kWh)

\$0.00009 x IDUF_A

Distribution Facilities Charge (\$/kWh)

\$0.01406 x IDUF_A

General Lighting Delivery Class

Standard Metering Service Charge (\$/kWh)

\$0.00010 x IDUF_A

Distribution Facilities Charge (\$/kWh)

\$0.01058 x IDUF_A

Transmission Services Charge

The retail customer must pay for transmission, ancillary transmission, and related services at the rates provided in each applicable tariff on file with the FERC governing transactions over the transmission facilities located in the Company's service territory.

Nonstandard Services and Facilities Charge

If the Company provides services or distribution facilities for the retail customer served hereunder that are different from or in addition to a standard service or distribution facilities installation, certain of such services or distribution facilities are provided and charged for through a monthly amount applicable to such retail customer for the monthly billing period and computed in accordance with the provisions of Rider NS.

Nonstandard Meter-Related Facilities Charge

If the Company provides meter-related facilities to the retail customer served hereunder that are different from or in addition to facilities included in a standard metering installation, such meter-related facilities are provided and charged for through a rental amount applicable to such retail customer for the monthly billing period and computed in accordance with the provisions of Rider ML.

Additional Facilities Charges

If the Company provides additional facilities to a retail customer served hereunder to which the Fixture-Included Lighting Delivery Class is applicable, additional facilities charges are applicable as provided in the Billing and Payment part of the General Terms and Conditions of this Schedule of Rates.

(Continued on Sheet No. 67)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 66)

RATES AND CHARGES (CONTINUED)

MONTHLY CHARGES (CONTINUED).

Single Bill Credit

A single bill credit is applicable to the retail customer served hereunder for which a RES, taking service under Rate RESS and Rider SBO - Single Bill Option (Rider SBO), provides billing of the Company's delivery service pursuant to Rider SBO. The Company credits the retail customer for each bill the Company electronically submits to the RES for such retail customer and for which the RES provides billing of the Company's delivery service under Rider SBO.

Single Bill Credit (\$/bill) \$0.54

Notwithstanding the foregoing provisions of this Single Bill Credit subsection, the retail customer has no right to a credit for monthly billing periods during which the retail customer has a past due unpaid balance for bundled electric service, unless such retail customer has a legitimate billing dispute regarding such past due unpaid balance.

Other Generally Applicable Charges

The Company's Schedule of Rates of which this tariff is a part includes General Terms and Conditions and riders that include other generally applicable charges. Service hereunder is subject to the General Terms and Conditions and the riders and the other generally applicable charges applicable to this tariff.

OTHER CHARGES.

Split Load DASR Fees

The Split Load DASR Fee is applicable to the retail customer served hereunder for which the electric power and energy requirements are supplied in any of the following combinations: (a) by the Company under Rider PPO and by a RES with delivery under Rate RDS; (b) by the Company under Rate BESH and by a RES with delivery under Rate RDS; or (c) by the Company under Rate BESH and by the Company under Rider PPO with delivery under Rate RDS.

Split Load Meter by Meter (\$/DASR processed) \$96.00
Split Load Percentage of Customer Load (\$/DASR processed) \$58.00
Split Load First Through the Meter (\$/DASR processed) \$58.00

Nonstandard Switching Fee

The Nonstandard Switching Fee is applicable to the retail customer that switches to a different provider of electric power and energy supply service with such switch effective on a date other than the Company's normally scheduled meter reading or billing cycle date for such retail customer and such nonstandard switch requires the Company to visit the retail customer's premises to read Company-provided meters that do not measure kWhs delivered to the retail customer and the rate at which such electricity is delivered to such retail customer in each half-hour. For each visit made to the retail customer's premises the charges are as follows:

First Meter (\$/read) \$25.97
Additional Meters (\$/read) \$3.43

(Continued on Sheet No. 68)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 67)

RATES AND CHARGES (CONTINUED)

OTHER CHARGES (CONTINUED).

*

Rate Stabilization Recovery

In the event that (a) Rider RRS - Residential Rate Stabilization Program (Rider RRS) is terminated as described in the last paragraph of the Early Termination section of Rider RRS, and (b) the mechanism to recover any balances in the individual long-term receivables accounts established to account for credits provided to residential retail customers participating in the Residential Rate Stabilization (RRS) Program beginning in January 2007 and extending through the May 2009 monthly billing period in accordance with the RRS Program approved by the ICC in Docket No. 06-0411 through the application of RRS Adjustments computed in accordance with the provisions of Rider RRS is also terminated, then the Company recovers such balances in accordance with the following procedure:

1. For each residential retail customer that had been participating in the RRS Program, the balance in the individual long-term receivables account attributable to such residential retail customer at the time of the termination of Rider RRS is increased by an amount, in \$, equal to the carrying charges expected to accrue to such balance over the period of time that extends from the date of the termination of Rider RRS to the start of the first monthly billing period that begins no earlier than fifteen (15) calendar days after the termination of Rider RRS. Such increased amount is further increased by an amount, in \$, equal to the carrying charges expected to accrue with respect to the expected monthly balances in such individual long-term receivables account over an amortization period of the lesser of (a) six (6) months, or (b) the number of months equivalent to the number of monthly billing periods remaining prior to May 31, 2012. Carrying charges are determined at an annual rate of 3.25%. Such balance, increased by such carrying charges, is the overall amount to be recovered from such residential retail customer. This amount, in \$, is the Recovery Amount (RA);
2. The RA is divided by the number of monthly billing periods equivalent to the number of months in the amortization period described in Item 1 of this procedure, commencing with the first monthly billing period that begins no earlier than fifteen (15) calendar days after the termination of Rider RRS. The resultant amount, in \$, is the RA Adjustment applicable to such residential retail customer. Such RA Adjustment cannot be a credit;
3. The RA Adjustment is applied to the monthly electric service bill issued to such residential retail customer for the number of monthly billing periods equivalent to the number of months in the amortization period described in Item 1 of this procedure commencing with the first monthly billing period that begins no earlier than fifteen (15) calendar days after the termination of Rider RRS;

(Continued on Sheet No. 69)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 68)

RATES AND CHARGES (CONTINUED)

OTHER CHARGES (CONTINUED).

* **Rate Stabilization Recovery (Continued)**

4. Amounts collected through the application of the RA Adjustment reduce the balance in the individual long-term receivables account attributable to such residential retail customer;
5. The RA Adjustment is not applied for the purposes of back billing or bill adjustments or any purpose whatsoever after the end of the last monthly billing period described in Item 3 of this procedure during which the RA Adjustment is applied.

Notwithstanding the previous provisions of this procedure, for a situation in which the remaining net balance in the individual long-term receivables account attributable to a residential retail customer is less than the amount that would be charged to such residential retail customer through the application of the RA Adjustment, the net balance in such account is such residential retail customer's final RA Adjustment and is applied to such residential retail customer's monthly electric service bill, after which such residential retail customer is no longer subject to the RA Adjustment.

The RA Adjustments determined in accordance with the aforementioned procedure must be submitted by the Company to the ICC Staff no later than one (1) month after the start of the first monthly billing period during which such RA Adjustments are applied to residential retail customers that had been participating in the RRS Program. Such submission must be accompanied by supporting work papers providing documentation of the computation of such RA Adjustments.

For the aforementioned purpose of recovering any balances in the individual long-term receivables accounts, residential retail customers that had been participating in the RRS Program include only those residential retail customers that were participating in the RRS Program in accordance with Rider RRS and for which participation in such program had not terminated prior to the termination of Rider RRS.

(Continued on Sheet No. 70)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 69)

RATES AND CHARGES (CONTINUED)

LATE PAYMENT CHARGE.

The Late Payment Charge as described in the Billing and Payment part of the General Terms and Conditions of the Company's Schedule of Rates is applicable to all charges applied in accordance with the provisions of this tariff.

METERING

METERING FACILITIES.

Company-Provided Metering Service

Standard meter-related facilities provided by the Company for a retail customer served hereunder are determined in accordance with the provisions of the General Terms and Conditions and other applicable tariffs in the Company's Schedule of Rates.

Notwithstanding the preceding provisions of this Company-Provided Metering Service subsection, if larger, more, or different meter-related facilities than those needed to provide a standard metering installation to the retail customer are in place, required or requested by the retail customer, and such facilities are reasonably and technically feasible, and can be furnished, installed, operated, replaced, and maintained with no significant adverse impact on the Company's system with respect to reliability or efficiency, such facilities are furnished, installed, owned, operated, replaced, and maintained by the Company, provided the Company is allowed to recover from the retail customer the costs of furnishing, installing, owning, operating, replacing, and maintaining such facilities in accordance with its provisions for providing nonstandard services and facilities in the Company's Schedule of Rates, including but not limited to the provisions of the General Terms and Conditions, Rider NS, and Rider ML.

For a situation in which the Company relocates or removes Company meter-related facilities in accordance with a retail customer's requirements or request, such relocation or removal is performed in accordance with the provisions for providing nonstandard services and facilities.

(Continued on Sheet No. 71)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 70)

METERING (CONTINUED)

METERING FACILITIES (CONTINUED).

Alternative Metering Service

In the event that a retail customer served hereunder elects to obtain Metering Service from an MSP taking service under Rate MSPS - Metering Service Provider Service (Rate MSPS), such retail customer is provided with Metering Service, including metering facilities, by such MSP in accordance with Rate MSPS. The Company does not provide metering service to such retail customer. However, such retail customer continues to be subject to the provisions of the Company-Provided Metering Service subsection of this Metering Facilities section with respect to nonstandard meter-related facilities provided by the Company for such retail customer.

Relationship of the Retail Customer, the MSP, and the Company Hereunder

The Company's retail customer purchases delivery service from the Company pursuant to this tariff and other applicable tariffs of the Company. The MSP and the Company interact in accordance with the terms and conditions of Rate MSPS, other applicable tariffs of the Company, and contractual agreement. The retail customer provides written authorization for the MSP to provide Metering Service to such retail customer in lieu of such retail customer receiving metering service from the Company. The MSP provides Metering Service as described in the Metering Service section of the Nature of Service part of Rate MSPS to such retail customer pursuant to contractual arrangements that are not part of the Company's tariffs. The Company is not a party to the provision of such Metering Service to such retail customer and is not bound by any term, condition, or provision or agreement for such service. The MSP is not an agent of the Company and has 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. The Company is not liable for any act, omission, promise, or representation of any MSP that takes service under Rate MSPS or that provides or promises or represents that it will provide Metering Service in the Company's service territory.

Prerequisites of Alternative Metering Service

The following prerequisites must be met before a retail customer obtains Metering Service from an MSP:

1. Such retail customer must enter into a contractual agreement for the procurement of Metering Service from the MSP; and
2. The Company must be in receipt of a valid and applicable DASR that has been duly authorized by such retail customer to allow the MSP to provide such retail customer with Metering Service in lieu of metering service being provided by the Company.

(Continued on Sheet No. 72)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 71)

METERING (CONTINUED)

METERING FACILITIES (CONTINUED).

Alternative Metering Service (Continued)

Term of Service and Termination

This Alternative Metering Service subsection continues to be applicable to a retail customer taking service under this tariff as long as such retail customer obtains Metering Service from an MSP taking service under Rate MSPS.

If the Company determines that Rate MSPS is no longer applicable or available to the MSP, if the MSP ceases to be an MSP, if the Company terminates Rate MSPS service to the MSP, or if the MSP is no longer providing Metering Service to individual retail customers, the Company notifies such retail customer that had been provided Metering Service from such MSP that such MSP is no longer providing or is not qualified to provide Metering Service. In such circumstances, such retail customer is provided with metering service by the Company under the provisions of the Company-Provided Metering Service subsection of this Metering Facilities section, and this Alternative Metering Service subsection is not applicable to such retail customer.

Other Conditions for Alternative Metering Service

The Company reserves the right to perform emergency disconnection of electric service to the retail customer at the request of fire or law enforcement agencies or in the event the Company is otherwise notified of imminent physical danger to such retail customer's premises, structures or facilities located at such premises, or individuals located at such premises, and the disconnection of electric service is necessary to alleviate such danger.

The Company reserves the right to perform emergency action that may require the removal or modification of MSP-provided equipment at a retail customer's premises. Such action may occur at the request of fire or law enforcement agencies or in the event the Company is otherwise notified of imminent physical danger to the retail customer's premises, structures or facilities located at such premises, or individuals located at such premises, and the removal or modification of MSP-provided equipment is necessary to alleviate such danger.

The Company reserves the right to disconnect a retail customer for which an MSP provides Metering Service if the Company does not receive payment for the tariffed services provided by the Company to such retail customer.

MEASUREMENT OF POWER AND ENERGY DELIVERED.

The measurement of demand and energy delivered to a retail customer served hereunder is done in accordance with the provisions of the Measurement of Energy and Demand subsection of the Continuing Electric Service section of the Billing and Payment part of the General Terms and Conditions of the Company's Schedule of Rates.

(Continued on Sheet No. 73)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 72)

BILLING AND PAYMENT

Provisions regarding credit requirements, deposits, billing, and payment for service provided hereunder are included in the General Terms and Conditions of the Company's Schedule of Rates.

The retail customer taking service hereunder is ultimately responsible for the amounts charged by the Company to such retail customer.

For a situation in which a RES takes service under Rider SBO and provides such retail customer with monthly bills that include charges for delivery service and any other applicable charges from the Company, such charges from the Company that appear on bills issued by the RES are considered amounts charged by the Company to such retail customer.

For a situation in which the retail customer is a CSM, such CSM is also ultimately responsible for any amounts separately charged by PJM to such CSM or its agent.

(Continued on Sheet No. 74)

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Issued by A. R. Pramaggiore, Exec. Vice President
Post Office Box 805379
Chicago, Illinois 60680-5379**

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 73)

TECHNICAL AND OPERATIONAL PROVISIONS

The obligations included in this Technical and Operational Provisions part are met directly by CSMs. For certain other retail customers, including those operating certain electric generating facilities, certain obligations, including membership in PJM, along with execution of all applicable agreements associated with such memberships, are met directly by such other retail customers. Except as provided in the second sentence of this paragraph, the obligations included in this Technical and Operational Provisions part are met by the Company for retail customers taking service under Rider PPO. Except as provided in the second sentence of this paragraph, the obligations included in this Technical and Operational Provisions part for all other retail customers served hereunder, as described in the Types of Customers section of the Service Options part of this tariff, are met by each RES subject to Rate RESS as designated by each such retail customer, in accordance with this tariff and Rate RESS.

TECHNICAL AND OPERATIONAL REQUIREMENTS.

A retail customer taking service hereunder must 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 PJM's rules, operating guidelines, and procedures.

A retail customer served hereunder must maintain a technical staff on duty or on call twenty-four (24) hours each day to operate and maintain the retail customer's use of the interconnected electric transmission system. Such staff must have two (2) years of demonstrated electric sales and two (2) years operational experience. The retail customer must also provide or arrange to provide, a scheduling facility with twenty-four (24) hour staffed operation for coordination with control centers of scheduling changes, reserve implementation, curtailment orders, and interruption plan implementation. The retail customer must provide, to the Company and to PJM, and maintain a telephone number, fax number, and address at which its staff can be contacted directly at all times. Maintenance of an answering service or machine, pager, or similar message-taking procedure does not satisfy this requirement.

SCHEDULING AND PROVISION OF DATA TO PJM.

A retail customer served hereunder must ensure that its load responsibility is timely scheduled with PJM, and that other data required by PJM is timely provided, in accordance with the rates, terms, conditions, and limitations provided for in applicable tariffs on file with the FERC governing transactions over the transmission facilities located in the Company's service territory, and with applicable business practices authorized thereunder. Such retail customer must also ensure that such schedules and other data are accurate and provided to PJM in good faith.

(Continued on Sheet No. 75)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 74)

TECHNICAL AND OPERATIONAL PROVISIONS (CONTINUED)

SYSTEM LOSSES.

A retail customer served hereunder is responsible for procuring sufficient electric power and energy to account for losses on the Company's distribution system associated with the delivery of electric power and energy to such retail customer. The amount of electricity that must be procured by the retail customer is calculated in accordance with the following equation:

$$PE = DE \times (1 + D_c)$$

Where:

- PE = Electricity, in kWh, that must be procured by the retail customer.
- DE = Electricity, in kWh, registered by the meter(s) at the retail customer's premises, or imputed if applicable, as the electricity delivered to the retail customer at such retail customer's premises.
- D_c = DLF (%) from the Table: Distribution Loss Factors (DLFs) by Delivery Class for the delivery class, c, applicable to the retail customer for the monthly billing period, divided by one hundred (100).

Table: Distribution Loss Factors (DLFs) by Delivery Class

<u>Delivery Class</u>	<u>DLF</u>
Residential Single Family Without Electric Space Heat Delivery Class	7.38%
Residential Multi Family Without Electric Space Heat Delivery Class	7.87%
Residential Single Family With Electric Space Heat Delivery Class	8.20%
Residential Multi Family With Electric Space Heat Delivery Class	8.56%
Watt-Hour Delivery Class	7.88%
Small Load Delivery Class	7.52%
Medium Load Delivery Class	6.40%
Large Load Delivery Class	6.08%
Very Large Load Delivery Class	5.81%
Extra Large Load Delivery Class	5.83%
High Voltage Delivery Class	
Applicable for the retail customer provided the highest 30-minute demand established by such retail customer during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period exceeded 10,000 kW	1.83%
Applicable to any other retail customer in the High Voltage Delivery Class	2.28%
Railroad Delivery Class	2.71%
Fixture-Included Lighting Delivery Class	10.73%
Dusk to Dawn Lighting Delivery Class	10.73%
General Lighting Delivery Class	10.32%
System Average	6.48%

(Continued on Sheet No. 76)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 75)

TECHNICAL AND OPERATIONAL PROVISIONS (CONTINUED)

SYSTEM LOSSES (CONTINUED).

The obligation to provide for losses on the Company's distribution system is in addition to the obligation of the retail customer to provide for transmission losses in accordance with the rates, terms, conditions, and limitations provided in applicable tariffs on file with the FERC governing transactions over the transmission facilities located in the Company's service territory.

SWITCHING SUPPLIERS AND SWITCHING TO BUNDLED ELECTRIC SERVICE

SWITCHING SUPPLIERS.

Standard Switching

In the event that a retail customer elects to switch to a different provider of electric power and energy supply service for electric power and energy delivered hereunder, such election is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided that such effective date is at least seven (7) calendar days after the Company receives a valid and applicable DASR from such different provider and further provided that the retail customer continues to comply with all the prerequisites of service hereunder.

In the event that the retail customer taking service hereunder elects to switch to a tariff for bundled electric service provided by the Company, such election is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided that such effective date is at least seven (7) calendar days after the Company receives a valid and applicable DASR from the Company and further provided that the retail customer complies with all the requirements for service under such tariff for bundled electric service. If the retail customer does not comply with all the requirements for service under the elected tariff for bundled electric service, such retail customer is switched to Rate BESH.

A DASR submitted to the Company by a RES that informs the Company of the termination of the provision of electric power and energy supply service by such RES for a retail customer for which the RES has been providing electric power and energy supply service, is designated as a Drop DASR. Any Drop DASR submitted to the Company must be submitted in accordance with this Standard Switching subsection.

Any DASR submitted to the Company for any residential retail customer for the purpose of switching such retail customer's electric power and energy supplier must be submitted in accordance with this Standard Switching subsection.

(Continued on Sheet No. 77)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 76)

SWITCHING SUPPLIERS AND SWITCHING TO BUNDLED ELECTRIC SERVICE (CONTINUED)

SWITCHING SUPPLIERS (CONTINUED).

Nonstandard Switching

A nonresidential or lighting retail customer may elect to switch to a different provider of electric power and energy supply service for electric power and energy delivered hereunder with such switch effective on a date other than the Company's normally scheduled meter reading or billing cycle date for such retail customer, provided that such effective date is at least seven (7) calendar days after the Company receives a valid and applicable DASR from such different provider and further provided that the retail customer continues to comply with all the prerequisites of service hereunder. The nonstandard switching fees provided in the Nonstandard Switching Fee subsection of the Other Charges section of the Rates and Charges part of this tariff are applicable to such retail customer.

A nonresidential or lighting retail customer may elect to switch to an applicable tariff for bundled electric service provided by the Company with such switch effective on a date other than the Company's normally scheduled meter reading or billing cycle date for such retail customer, provided that such effective date is at least seven (7) calendar days after the Company receives a valid and applicable DASR from the Company and further provided that the retail customer complies with all the requirements for service under such tariff for bundled electric service. If the retail customer does not comply with all the requirements for service under the elected tariff for bundled electric service, such retail customer is switched to Rate BESH. The nonstandard switching fees provided in the Nonstandard Switching Fee subsection of the Other Charges section of the Rates and Charges part of this tariff are applicable to such retail customer.

SWITCHING METERING SERVICE PROVIDERS.

In the event that a retail customer taking service hereunder elects to switch to a different provider of metering service, such election is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided that such effective date is at least seven (7) calendar days after the Company receives a separate, valid and applicable DASR for such retail customer from such different provider. Such effective date is defined as the Effective Switch Date as described in Rate MSPS.

In the event that a retail customer taking service hereunder for which an MSP provides Metering Service switches to an applicable tariff for bundled electric service provided by the Company, such election is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided that such effective date is at least seven (7) calendar days after the Company receives a separate, valid and applicable DASR for such retail customer from the Company to provide for a switch from such MSP to the Company for the provision of metering service. The effective date of the switch from the MSP to the Company for the provision of metering service must coincide with the effective date of the switch to the aforementioned tariff for bundled electric service.

(Continued on Sheet No. 78)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 77)

SWITCHING SUPPLIERS AND SWITCHING TO BUNDLED ELECTRIC SERVICE (CONTINUED)

TERM OF SERVICE AND TERMINATION.

A retail customer's term of service hereunder commences when the Company begins to provide service hereunder. In the event that the retail customer terminates service from the Company under this tariff and does not elect to obtain service from the Company under any other tariffed service at its premises due to the fact that such retail customer is vacating the premises, service hereunder continues for not more than ten (10) days after the date such retail customer vacates the premises, provided the retail customer provides timely notice to the Company to terminate service hereunder at such premises.

Notwithstanding the provisions of the previous paragraph, for a situation in which a lighting retail customer terminates service under this tariff and does not elect to obtain service from the Company under any other tariffed service due to the fact that such lighting retail customer is abandoning the lighting system for which service hereunder has been provided, the lighting retail customer must provide the Company with sufficient notice to enable the Company and the lighting retail customer to cooperatively coordinate the termination of service hereunder to coincide with the abandonment of such lighting system.

To the extent that the retail customer is eligible for service under, and meets all requirements pertaining to, a tariff for bundled electric service provided by the Company, such retail customer has the right to terminate delivery service hereunder from the Company and switch to such applicable bundled electric service tariff in accordance with the applicable provisions described in the Switching Suppliers section of this Switching Suppliers and Switching to Bundled Electric Service part. Notwithstanding the previous provisions of this paragraph, a nonresidential retail customer obtaining directly procured electric power and energy supply, as applicable, under Rider PPO that is delivered hereunder is not allowed to switch to a tariff for bundled electric service during such retail customer's term of service under Rider PPO. Such retail customer must continue to take service hereunder for the duration of its term of service under Rider PPO.

If the Company determines that Rate RESS is no longer available to a RES, if the RES ceases to be a RES, if the Company terminates Rate RESS service to a RES, or if the RES is no longer providing electric power and energy supply service to individual retail customers, the Company notifies such retail customers that had been provided electric power and energy supply service from such RES that such RES is no longer providing or is not qualified to provide electric power and energy supply service. Such retail customers are switched to service provided under an applicable tariff for bundled electric service as of the time of the discontinuance of service to the RES.

(Continued on Sheet No. 79)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 78)

SWITCHING SUPPLIERS AND SWITCHING TO BUNDLED ELECTRIC SERVICE (CONTINUED)

TERM OF SERVICE AND TERMINATION (CONTINUED).

Special Provisions Applicable to CSMs

Notwithstanding the provisions of the previous paragraph, service hereunder to a CSM is not altered in the situations therein described if such CSM seamlessly procures electric power and energy supply service from a different RES that is taking service under Rate RESS or to which Rate RESS is available. However, if a CSM is not able to procure such electric power and energy supply service from a different RES in such seamless manner, the retail customer's CSM status is terminated and the retail customer is switched to an applicable tariff for bundled electric service.

A CSM has the right to terminate its status as a CSM at any time on no less than sixty (60) days written notice to the Company provided such CSM submits a valid and applicable Drop DASR in accordance with the Company's standard procedures for DASR submissions for each retail customer premises for which it has heretofore been managing electric power and energy supply service. The Drop DASR for each such retail customer must be submitted in accordance with the Standard Switching subsection of the Switching Suppliers section of this Switching Suppliers and Switching to Bundled Electric Service part.

In addition to the Company's other rights to discontinue service to a retail customer, the Company has the right to discontinue serving any retail customer for which a CSM has heretofore been managing electric power and energy supply service if such CSM fails to perform any of the following obligations, and such failure continues for a period of forty-eight (48) hours after such CSM is sent written notice by the Company of such failure: (a) failure to comply with the provisions in the Scheduling and Provision of Data to PJM section of the Technical and Operational Provisions part of this tariff; (b) for a CSM that owns or operates an electric generating facility that is directly connected to the electric delivery system located in the Company's service territory, failure to abide by all the terms and conditions of any applicable interconnection agreement; (c) violation of any rate, term, or condition of applicable tariffs on file with the FERC governing transactions over the transmission facilities located in the Company's service territory; or (d) violation of any term or condition of its contracts with the Company for which termination of CSM status is authorized with a notice of forty-eight (48) hours.

The Company also has the right to discontinue service to any retail customer for which a CSM has heretofore been managing electric power and energy supply service if such CSM fails to abide by any other obligation, term, or condition of this tariff or other tariff on file with the ICC applicable to CSMs, or any other provision of its contracts with the Company applicable to CSMs, and such failure continues for a period of fourteen (14) days after the CSM is sent written notice by the Company of such failure.

In the event that a retail customer's status as a CSM is terminated, such retail customer is not eligible for CSM status for a period of twenty-four (24) consecutive monthly billing periods.

(Continued on Sheet No. 80)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 79)

CUSTOMER INFORMATION

HISTORICAL BILLING AND USAGE INFORMATION.

Information regarding the retail customer's historical billing and usage data is provided in accordance with provisions in the Billing and Payment part of the General Terms and Conditions of the Company's Schedule of Rates.

METERING INFORMATION.

Information regarding Company-provided meter-related facilities at a retail customer's premises is provided in accordance with provisions in the Metering part of the General Terms and Conditions of the Company's Schedule of Rates.

DISCONNECTION AND RECONNECTION

Provisions regarding the disconnection and reconnection of electric service provided hereunder for safety or other reasons are included in the Disconnection and Reconnection part of the General Terms and Conditions of the Company's Schedule of Rates.

The Company reserves the right to disconnect any retail customer for which a RES is providing billing of the Company's delivery service if the Company does not receive payment for the tariffed services provided by the Company to such retail customer in the same manner in which the Company would be entitled to receive payment if the Company had billed for such services itself.

DISPUTE RESOLUTION

Provisions addressing the resolution of disputes between the Company and a retail customer and/or a RES that involve the performance, breach, or alleged breach of any obligation under this tariff, or under any rider applicable to this tariff, or under any contract entered into under this tariff or applicable rider, are included in the Dispute Resolution part of the General Terms and Conditions of the Company's Schedule of Rates.

(Continued on Sheet No. 81)

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Issued by A. R. Pramaggiore, Exec. Vice President
Post Office Box 805379
Chicago, Illinois 60680-5379**

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 80)

MISCELLANEOUS GENERAL PROVISIONS

In the event the Company cannot deliver electric power and energy to retail customers due to an event in which the combined requirements of all transmission services commitments exceed the available transfer capability of the transmission system, transmission services are curtailed in accordance with applicable curtailment procedures.

In the event that a retail customer fails to interrupt or curtail its electric power and energy requirements in conformance with a directive by the Company for a situation in which the retail customer's electric power and energy requirements exceed its supply and there is a shortage of electric power and energy to serve the demand for electricity within the Company's service territory, the retail customer must reimburse the Company for the costs which the Company incurs by reason of the retail customer's failure. The provisions of this paragraph apply directly to CSMs. The provisions of this paragraph apply to the Company for retail customers taking service under Rider PPO. The provisions of this paragraph for all other retail customers served hereunder, as described in the Types of Customers section of the Service Options part of this tariff, apply to each RES, subject to Rate RESS as designated by each such retail customer, in accordance with this tariff and Rate RESS.

The Company is not liable to any retail customer for any damages caused by any equipment furnished, installed, operated, or maintained by any entity other than the Company.

To the extent that the Company receives properly submitted DASRs, and acts in accordance with such DASRs, the Company is not liable for any conflict such actions may cause between a RES and a retail customer or an MSP and a retail customer.

The Company's Schedule of Rates, of which this tariff is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and other applicable tariffs.

**RATE RESS
RETAIL ELECTRIC SUPPLIER SERVICE**

ORGANIZATION OF RATE RESS

Rate RESS - Retail Electric Supplier Service (Rate RESS) is organized into parts which are further organized into sections, as applicable. Some sections are further organized into subsections. In the following listing of Rate RESS's parts and sections, parts are designated by number while sections are designated by letter.

<u>Part/Section</u>	<u>Beginning Sheet Number</u>
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2. Nature of Service.....	83
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**RATE RESS
RETAIL ELECTRIC SUPPLIER SERVICE**

(Continued from Sheet No. 82)

ORGANIZATION OF RATE RESS (CONTINUED)

<u>Part/Section</u>	<u>Beginning Sheet Number</u>
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A. Retail Customer Switches.....	90
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AVAILABILITY

This tariff is available to any Retail Electric Supplier (RES) as defined in the Definitions part of the General Terms and Conditions of the Company's Schedule of Rates.

NATURE OF SERVICE

PURPOSE.

The purpose of this tariff is to define the circumstances when and the rates, terms, and conditions under which a RES undertakes obligations on behalf of retail customers taking service under Rate RDS - Retail Delivery Service (Rate RDS) for which the RES provides electric power and energy supply service.

RELATIONSHIP OF THE RETAIL CUSTOMER, RES, AND THE COMPANY.

The retail customer purchases delivery service from the Company under Rate RDS and other applicable tariffs in the Company's Schedule of Rates. The RES sells electric power and energy supply service to the retail customer pursuant to contractual arrangements that are not part of the Company's Schedule of Rates. The Company is not a party to such sale of electric power and energy supply service to the retail customer taking service under Rate RDS and is not bound by any term, condition, or provision of the agreement for such sale. The RES is not an agent of the Company. The RES has no authority to enter into any agreement on behalf of the Company; 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.

Each retail customer for which a RES provides electric power and energy supply service must provide written authorization to such RES to provide electric power and energy supply service to such retail customer.

(Continued on Sheet No. 84)

**RATE RESS
RETAIL ELECTRIC SUPPLIER SERVICE**

(Continued from Sheet No. 83)

NATURE OF SERVICE (CONTINUED)

RELATIONSHIP OF THE RETAIL CUSTOMER, RES, AND THE COMPANY (CONTINUED).

By taking delivery service from the Company and purchasing electric power and energy supply service from a RES, a retail customer authorizes such RES, on such retail customer's behalf, to arrange for the procurement of the components of delivery service consisting of transmission services and ancillary transmission services used by such retail customer, pursuant to the terms of this tariff. The retail customer also authorizes the RES to act on its behalf as a Transmission Customer, as defined in and in accordance with applicable tariffs on file with the Federal Energy Regulatory Commission (FERC) in connection with such procurement. The RES, in the first instance, may be billed for certain components of delivery service taken and used by the retail customer, including transmission services and ancillary transmission services, and the RES agrees to pay such amounts in accordance with the terms of this tariff, any other applicable tariff on file with the Illinois Commerce Commission (ICC) or the FERC, applicable orders of the FERC and ICC, any contract between PJM Interconnection L.L.C. (PJM) and the RES, and any contract between the Company and the RES. The obligation of such RES to pay sums billed to it do not affect any obligation of the retail customer to pay for all delivery service it takes and uses, including such components billed in the first instance to the RES, in the event that the RES does not timely remit payment on such retail customer's behalf.

DEFINITIONS

Definitions of terms used in this tariff are provided in the Definitions part of the General Terms and Conditions of the Company's Schedule of Rates.

APPLICATION FOR AND COMMENCEMENT OF SERVICE

PREREQUISITES OF SERVICE.

Before commencing service hereunder, a RES must comply with the following prerequisites of service. Such RES must:

1. demonstrate that it has the ability to meet all the continuing obligations described in the Continuing Obligations section of the Technical and Operational Provisions part of this tariff;
2. be up to date in all payments to the Company for any previous services provided to such RES by the Company;
3. demonstrate through the successful completion of the Company's testing program, the ability to electronically transmit Direct Access Service Requests (DASRs) to the Company, electronically receive metering data from the Company, and electronically send and receive any other applicable information transmissions to and from the Company;

(Continued on Sheet No. 85)

**RATE RESS
RETAIL ELECTRIC SUPPLIER SERVICE**

(Continued from Sheet No. 84)

APPLICATION FOR AND COMMENCEMENT OF SERVICE (CONTINUED)

PREREQUISITES OF SERVICE (CONTINUED).

4. enter into any applicable interconnection agreements in the event such RES provides electric power and energy supply service from electric generating facilities that such RES owns or operates and are connected to the electric delivery system located in the Company's service territory; and
5. execute a contract with the Company for service hereunder.

COMMENCEMENT OF SERVICE.

A RES commences service hereunder after it complies with all items listed in the Prerequisites of Service section of this Application For and Commencement of Service part. Commencement of service hereunder designates the beginning of the RES's term of service hereunder.

RATES AND CHARGES

TRANSMISSION SERVICES AND ANCILLARY TRANSMISSION SERVICES CHARGES.

A RES procuring transmission services and ancillary transmission services on behalf of retail customers taking service under Rate RDS must procure and pay for such transmission services and ancillary transmission services on an aggregated basis at the same rates and subject to the same terms, conditions, and limitations provided in the applicable tariffs on file with the FERC governing transactions over the transmission facilities located in the Company's service territory.

A RES providing electric power and energy supply service from electric generating facilities that such RES owns or operates and are connected to the electric delivery system located in the Company's service territory in a manner that utilizes ancillary transmission services but does not otherwise require a transaction under applicable tariffs on file with the FERC, must obtain and pay for ancillary transmission services at the same rates and subject to the same terms, conditions, and limitations provided in such applicable tariffs on file with the FERC governing the provision of ancillary transmission services over the transmission facilities located in the Company's service territory.

METER-RELATED CHARGES.

If the Company is requested by a RES served hereunder to provide meter-related facilities different from or in addition to standard meter-related facilities, as described in the Metering part of the General Terms and Conditions of the Company's Schedule of Rates for any retail customer for which such RES provides electric power and energy supply service delivered to such retail customer in accordance with Rate RDS, such meter-related facilities are provided by the Company to the RES in accordance with the provisions of the Company's Rider NS - Nonstandard Services and Facilities (Rider NS) and Rider ML - Meter-Related Facilities Lease (Rider ML). If such RES subsequently requests the removal of such additional or different meter-related facilities, such RES is charged for the removal of such meter-related facilities in accordance with the provisions of the Company's Rider NS and Rider ML. In making any of the aforementioned requests with respect to meter-related facilities, the RES warrants to the Company that it is making such request in accordance with the full knowledge and approval of the affected retail customer.

(Continued on Sheet No. 86)

**RATE RESS
RETAIL ELECTRIC SUPPLIER SERVICE**

(Continued from Sheet No. 85)

RATES AND CHARGES (CONTINUED)

LATE PAYMENT CHARGE.

The Late Payment Charge as described in the Late Payment Charges subsection of the Payment Provisions section of the Billing and Payment part of the General Terms and Conditions of the Company's Schedule of Rates is applicable to all charges applied in accordance with the provisions of this tariff.

METERING

METERING FACILITIES.

Except as provided in the Alternative Metering Service subsection of the Metering Facilities section of the Metering part of Rate RDS, the Company furnishes, installs, reads, maintains, replaces, and owns meter-related facilities, as provided in the Metering part of the General Terms and Conditions of the Company's Schedule of Rates, or as provided in the Meter-Related Facilities section of Rider POGNM - Parallel Operation of Retail Customer Generating Facilities with Net Metering (Rider POGNM), as applicable, at retail customer premises for which the RES provides electric power and energy supply service delivered to such retail customers under Rate RDS.

If the RES, pursuant to an agreement with a retail customer for which it provides electric power and energy supply service, adds metering on such retail customer's side of the metering installations provided at such retail customer's premises pursuant to Rate RDS, such additional metering must not interfere with the Company's or the Metering Service Provider's (MSP's) ability, as applicable, to meter such retail customer as required under this tariff, Rate RDS, and Rate MSPS - Metering Service Provider Service (Rate MSPS), as applicable.

MEASUREMENT OF DEMAND AND ENERGY DELIVERED.

The measurement of demand and energy delivered to retail customers for which the RES provides electric power and energy supply service is done in accordance with the provisions of the Measurement of Energy and Demand subsection of the Continuing Electric Service section of the Billing and Payment part of the General Terms and Conditions of the Company's Schedule of Rates.

COMMUNICATION OF DEMAND AND ENERGY INFORMATION.

Demand and energy information measured at each retail customer's premises for which the RES provides electric power and energy supply service is electronically transmitted to the RES by the end of the day after such retail customer's demand and energy information is determined for the monthly billing period. Demand and energy information for each such retail customer is electronically transmitted to the RES on a meter by meter basis for only those meters that measure electric power and energy supplied by such RES. All demand and energy information supplied to the RES is transmitted electronically by the Company to the RES via the Company's standard communication protocols. The RES authorizes communication of such information to PJM as may be required by PJM under tariffs on file with the FERC or business practices established thereunder.

(Continued on Sheet No. 87)

**RATE RESS
RETAIL ELECTRIC SUPPLIER SERVICE**

(Continued from Sheet No. 86)

BILLING, PAYMENT, AND REMITTANCE

A RES pays for services provided hereunder in accordance with the Billing and Payment part of the General Terms and Conditions of the Company's Schedule of Rates.

Under no circumstances is the Company obligated to collect unpaid balances, take credit action, or disconnect delivery service to a retail customer that owes monies to a RES and not the Company.

ELECTRONIC DATA EXCHANGE

Electronic exchange of data between the Company and a RES taking service hereunder is performed in accordance with the Company's standard practices, procedures, and systems employed for such exchanges.

LOAD PROFILING

Load profiling is performed in accordance with PJM's and the Company's standard practices, procedures, and systems employed for such profiling.

A load profile is a depiction of the hourly electricity usage over a given period of time for a group of retail customers sharing common characteristics. PJM and the Company provide two types of load profiles. The first type of load profile is a generic load profile consisting of average hourly electricity usage for a typical weekday, a typical weekend day, and a typical peak day for each of the most recent twelve (12) months for a particular customer class. These profiles are provided by the Company for exemplar informational purposes and are not used for billing purposes. There is no recourse against the Company based upon the accuracy of such historical profiles. The second type of load profile is a settlement load profile used for any retail customer that does not have meter-related facilities adequate to measure the electricity delivered to the retail customer and the rate at which such electricity is delivered in each half hour. Settlement load profiles are generated using defined and disclosed algorithms for each season and retail customer class. Such algorithms may be used by the RES to forecast loads for scheduling purposes. Settlement load profiles are used to calculate charges in accordance with PJM tariffs on file with the FERC and business practices established thereunder.

TECHNICAL AND OPERATIONAL PROVISIONS

CONTINUING OBLIGATIONS.

After commencing service hereunder, a RES must comply with the following continuing obligations. Such RES must:

1. procure the electric power and energy required to provide the electric power and energy supply service it sells under contractual arrangements to retail customers which is delivered pursuant to Rate RDS;

(Continued on Sheet No. 88)

**RATE RES
RETAIL ELECTRIC SUPPLIER SERVICE**

(Continued from Sheet No. 87)

TECHNICAL AND OPERATIONAL PROVISIONS (CONTINUED)

CONTINUING OBLIGATIONS (CONTINUED).

2. procure transmission services and ancillary transmission services under the rates, terms, and conditions of applicable tariffs on file with the FERC;
3. abide by all the terms and conditions of any applicable interconnection agreement in the event such RES provides electric power and energy supply service from electric generating facilities that such RES owns or operates and are connected to the electric delivery system located in the Company's service territory;
4. abide by all the terms and conditions of its RES contract with the Company;
5. abide by all the terms and conditions of any contract between such RES and PJM and maintain its membership in good standing with PJM;
6. meet all the obligations described in the Operational Requirements, Scheduling and Provision of Data to PJM, and System Losses sections of this Technical and Operational Provisions part;
7. maintain the ability, as demonstrated through the successful completion of the Company's testing program, to electronically transmit DASRs to the Company, electronically receive metering data from the Company, and electronically send and receive any other applicable information transmissions to and from the Company;
8. keep each DADR and written authorization for each retail customer located in the Company's service territory for which it provides electric power and energy supply service on file for a period of no less than two (2) years after the DADR's submission date;
9. warrant to the Company that each such DADR for each such retail customer identified in Continuing Obligation (8) is authorized by such retail customer and that the RES is such retail customer's provider of electric power and energy supply service;
10. provide notification to the Company regarding any such retail customer that is authorized for net metering provided by such RES, with such notification including (a) the date that such retail customer is to commence service with net metering, (b) proper designation that such retail customer is to receive net metering (i) with time of use pricing or (ii) without time of use pricing, and (c) the annual period, as described in the Term of Service section of Rider POGNM, applicable to the retail customer; and
11. provide notification to the Company regarding the termination of the provision of net metering for a retail customer, as applicable, with such notification provided at least thirty (30) calendar days prior to such termination.

(Continued on Sheet No. 89)

**RATE RESS
RETAIL ELECTRIC SUPPLIER SERVICE**

(Continued from Sheet No. 88)

TECHNICAL AND OPERATIONAL PROVISIONS (CONTINUED)

OPERATIONAL REQUIREMENTS.

A RES served hereunder must comply, on behalf of the retail customers served under Rate RDS for which the RES provides electric power and energy supply service, 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 PJM's rules, operating guidelines, and procedures.

A RES served hereunder must maintain a technical staff on duty or on call twenty-four (24) hours each day to operate and maintain use of the interconnected electric transmission system. Such staff must have two (2) years of demonstrated electric sales and two (2) years operational experience and must provide, or arrange to provide, a scheduling facility with twenty-four (24) hour staffed operation for coordination with control centers of scheduling changes, reserve implementation, curtailment orders, and interruption plan implementation. Such RES must provide, to the Company and to PJM, and maintain a telephone number, fax number, and address where its staff can be contacted directly at all times. Maintenance of an answering service or machine, pager, or similar message-taking procedure does not satisfy this requirement.

SCHEDULING AND PROVISION OF DATA TO PJM.

A RES taking service hereunder must, for each retail customer for which it provides electric power and energy supply service, ensure that each such retail customer's load responsibility is timely scheduled with PJM, and that other data required by PJM is timely provided, in accordance with the rates, terms, conditions, and limitations provided for in applicable tariffs on file with the FERC governing transactions over the transmission facilities located in the Company's service territory, and with applicable business practices authorized thereunder. Such RES must also ensure that such schedules and other data for each such retail customer are accurate and provided to PJM in good faith.

The Company has no obligation to make any forecast or schedule for such RES or the retail customers for which such RES provides electric power and energy supply service.

SYSTEM LOSSES.

The RES is obligated, on behalf of each retail customer for which it provides electric power and energy supply service, to provide for losses on the Company's distribution system associated with the delivery of such electric power and energy to such retail customer located in the Company's service territory, on an individual retail customer basis. The distribution system losses for which the RES must provide are determined in accordance with the provisions of the System Losses section of the Technical and Operational Provisions part of Rate RDS.

The obligation to provide for losses on the Company's distribution system is in addition to the obligation of the RES to provide for transmission losses in accordance with the rates, terms, conditions, and limitations provided in the applicable tariffs on file with the FERC governing transactions over the transmission facilities located in the Company's service territory.

(Continued on Sheet No. 90)

**RATE RESS
RETAIL ELECTRIC SUPPLIER SERVICE**

(Continued from Sheet No. 89)

SWITCHING AND TERMINATION

RETAIL CUSTOMER SWITCHES.

The RES must reasonably cooperate with the Company as necessary to ensure that all meter-related facilities required for the provision of delivery service are installed and in operating condition for each retail customer for which the RES is to provide electric power and energy supply service prior to the date that the RES begins to provide such retail customer with electric power and energy supply service.

The RES must electronically submit to the Company a separate DASR for each retail customer for which it is to provide electric power and energy supply service in accordance with the provisions of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Electric Service part of Rate RDS. The RES must warrant to the Company that it expends its best efforts to submit DASRs only for retail customers eligible for Rate RDS.

Any DASR submitted to the Company by a RES taking service hereunder that informs the Company of the termination of the provision of electric power and energy supply service by such RES for any retail customer for which the RES has been providing electric power and energy supply service, must be submitted in accordance with the Standard Switching subsection of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Electric Service part of Rate RDS. Such DASR is designated as a Drop DASR.

To the extent that the Company receives a properly submitted DASR and acts in accordance with such DASR, the Company is not liable for any conflict such actions may cause between a RES and a retail customer.

TERM OF CONTRACT AND TERMINATION PROVISIONS.

For a RES first receiving service hereunder or resuming service hereunder after a previous termination of service hereunder, the initial term of contract between the Company and the RES is twenty-four (24) months. Upon expiration of the initial or any renewal term of contract, the term of contract is automatically renewed for a period of twelve (12) months.

The RES has the right to terminate its contract and discontinue service hereunder and all other services from the Company at any time provided such RES (a) submits written notification of such termination to the Company at least sixty (60) days prior to the termination date; (b) timely pays all amounts due to the Company by such RES; and (c) submits a Drop DASR for each retail customer for which it has heretofore been providing electric power and energy supply service. Each such Drop DASR must be submitted in accordance with the provisions of the Standard Switching subsection of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Electric Service part of Rate RDS. Submissions of Drop DASRs are made only after the RES notifies the retail customers for which such RES has been providing electric power and energy supply service of its intention to terminate service hereunder.

Notwithstanding the provisions of the previous paragraph, in no event is a RES allowed to elect to terminate service hereunder if it continues to provide electric power and energy supply service to any retail customer located in the Company's service territory, and any attempt by the RES to terminate service hereunder under such circumstances are ineffective.

(Continued on Sheet No. 91)

**RATE RESS
RETAIL ELECTRIC SUPPLIER SERVICE**

(Continued from Sheet No. 90)

SWITCHING AND TERMINATION (CONTINUED)

TERM OF CONTRACT AND TERMINATION PROVISIONS (CONTINUED).

The Company has the right to immediately and without prior notice discontinue service hereunder if the RES (a) fails to maintain its status as a certified Alternative Retail Electric Supplier (ARES) or electric utility, or has such status suspended; or (b) fails to maintain its status as a Transmission Customer under the applicable tariffs on file with the FERC governing the use of transmission services and ancillary transmission services in connection with transactions within the Company's service territory.

The Company has the right to discontinue service hereunder if the RES fails to perform any of the following obligations, and such failure continues for a period of forty-eight (48) hours after the RES is sent written notice by the Company of such failure: (a) failure to comply with operating conditions identified by PJM applicable to the RES under tariffs on file with the FERC for the RES's continued procurement of federal-jurisdictional services necessary to the provision of electric power and energy to retail customers located in the Company's service territory; (b) failure to abide by all the terms and conditions of any applicable interconnection agreement in the event that the RES owns or operates electric generating facilities that are directly connected to the electric delivery system located in the Company's service territory; or (c) violation of any term or condition of its RES contract with the Company for which termination is authorized with a notice of forty-eight (48) hours.

The Company has the right to discontinue service hereunder if the RES fails to abide by any rate, term, or condition of applicable tariffs on file with the FERC governing transactions over the transmission facilities located in the Company's service territory, on the same terms and within the same period of time as is provided in such FERC tariff or allowed by the FERC.

The Company has the right to discontinue service hereunder if the RES fails to abide by any other obligation, term, or condition of this tariff or other applicable tariff on file with the ICC, or any other provision of its RES contract with the Company, and such failure continues for a period of fourteen (14) days after the RES is sent written notice by the Company of such failure.

The Company's rights to discontinue service pursuant to the preceding paragraphs in this Term of Contract and Termination Provisions section are in addition to such other rights the Company has under applicable rules, regulations, and practices relating to the reliability and security of electric power facilities and the health, welfare, and safety of the Company, RES personnel, or the public.

If the Company terminates service hereunder to the RES due to the RES's failure to meet any of the aforementioned material obligations, the Company notifies such RES's retail customers in the Company's service territory that such RES is no longer providing electric power and energy supply service in the Company's service territory. In such event, the Company begins to provide each such retail customer with full requirements electric supply in accordance with the bundled electric service tariff applicable to each such retail customer.

(Continued on Sheet No. 92)

**RATE RESS
RETAIL ELECTRIC SUPPLIER SERVICE**

(Continued from Sheet No. 91)

DISPUTE RESOLUTION

Disputes between the Company and a RES and/or a retail customer that involve the performance, breach, or alleged breach of any obligation under this tariff, under any tariff applicable to this tariff, or under any contract entered into under this tariff or applicable tariff, may be resolved in accordance with the provisions of the Dispute Resolution part of the General Terms and Conditions of the Company's Schedule of Rates.

MISCELLANEOUS GENERAL PROVISIONS

In the event the Company or PJM cannot deliver the RES's electric power and energy supply service to the retail customers served by such RES due to an event in which the combined requirements of all transmission services commitments exceed the available transfer capability of the transmission system, transmission services are curtailed in accordance with applicable curtailment procedures.

In the event that the RES fails to interrupt or curtail the demand of the retail customers for which it is providing electric power and energy supply service or increase its supply of electric power and energy in conformance with a directive by the Company or PJM for a situation in which the RES's retail customers' demands exceed its supply and there is a shortage of capacity to serve the demand for electricity within the Company's service territory, the RES must reimburse the Company for the costs which the Company incurs by reason of the RES's failure.

Retail customers may experience service interruptions due to outages on the electric delivery system located in the Company's service territory. The Company may provide certain information about outages to RESs and others. It is the responsibility of each RES to verify whether or not the retail customers for which such RES provides electric power and energy supply service are actually receiving electric power and energy, and to adjust data provided to PJM accordingly. Under no circumstances is the Company responsible for identifying any individual retail customer experiencing a service interruption.

The Company is not liable for any act, omission, promise, or representation of any RES that takes service hereunder or that provides or promises or represents that it will provide electric power and energy supply service in the Company's service territory. The Company is not liable for any act, omission, promise, or representation of PJM to any RES that takes service hereunder. The Company is not liable to any retail customer for any damages caused by any equipment installed, operated, or maintained by any entity other than the Company.

(Continued on Sheet No. 93)

**RATE RESS
RETAIL ELECTRIC SUPPLIER SERVICE**

(Continued from Sheet No. 92)

MISCELLANEOUS GENERAL PROVISIONS (CONTINUED)

A RES may employ a qualified agent to arrange for transmission services and ancillary transmission services in the RES's name and on behalf of the RES and its retail customers, insofar as permitted under applicable tariffs on file with the FERC. The RES must notify the Company in writing of the identity of the agent at least three (3) business days prior to the agent arranging for transmission services and ancillary transmission services on behalf of the RES. The agent must not take any action that causes the RES to be in violation of this tariff, any other applicable tariff on file with the ICC or the FERC, or any contract between the Company and the RES. The RES is responsible for each act of the agent taken in its name, whether or not any such act was authorized by the RES. Employing an agent does not relieve the RES of any obligation under this tariff or any other applicable tariff or contract.

The Company's Schedule of Rates, of which this tariff is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and other applicable tariffs.

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

ORGANIZATION OF RATE MSPS

Rate MSPS - Metering Service Provider Service (Rate MSPS) is organized into parts which are further organized into sections, as applicable. Some sections are further organized into subsections. In the following listing of Rate MSPS's parts and sections, parts are designated by number while sections are designated by letter.

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**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 94)

ORGANIZATION OF RATE MSPS (CONTINUED)

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APPLICABILITY

This tariff is applicable to any retail provider of unbundled metering service, other than the Company, certified by the Illinois Commerce Commission (ICC) and authorized to engage in the provision of Metering Service to retail customers in the Company’s service territory taking service under Rate RDS – Retail Delivery Service (Rate RDS). Such retail provider of Metering Service is defined as a Metering Service Provider (MSP).

NATURE OF SERVICE

PURPOSE.

The purpose of this tariff is to define the circumstances when and the rates, terms, and conditions under which an MSP may provide Metering Service to the Company’s retail customers taking service under Rate RDS.

METERING SERVICE.

Metering Service means the sixteen (16) processes specified in this Metering Service section.

The MSP, as authorized by a retail customer taking service under Rate RDS, provides Metering Service to such retail customer subject to the terms of this tariff, the General Terms and Conditions of the Company’s Schedule of Rates, and such other tariffs as are applicable to the service being provided.

In providing Metering Service hereunder, the MSP is required to deploy and use an advanced metering system. An advanced metering system is any metering system that does not require on-site meter reading.

(Continued on Sheet No. 96)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 95)

NATURE OF SERVICE (CONTINUED)

METERING SERVICE (CONTINUED).

In providing Metering Service, the MSP is required to provide to each retail customer it serves hereunder all the processes comprising Metering Service at all the metered electric service locations at each such retail customer's premises, upon which billing for delivery service is based. For any unmetered electric service locations at each such retail customer's premises, the MSP has the option of either installing a meter at any such location or having the responsibility for the determination of usage data for any such location remain with the Company. The processes that comprise Metering Service are as follows:

1. Meter Reading - On-site visual data retrieval from metering and/or data retrieval from metering on-site or remotely via a form of electronic communication using a computerized device as applicable. The meter reading data retrieval function includes the data retrieval functions detailed in Chapter 17: Meter Reading of the Edison Electric Institute (EEI) HANDBOOK FOR ELECTRICITY METERING, Ninth Edition (Handbook).
2. Meter Equipment Installation - The tasks associated with the physical assembly and placement of metering equipment for an electrical service. The meter equipment installation function includes the functions detailed in Chapter 13: The Customers' Premises Service and Installations of the EEI Handbook.
3. Meter Equipment Exchange - The tasks associated with the physical removal and the installation of metering equipment at an electrical service. The meter equipment exchange function includes the functions detailed in Chapter 13: The Customers' Premises Service and Installations of the EEI Handbook.
4. Meter Equipment Removal - The tasks associated with the physical extraction of metering equipment from an electrical service. The meter equipment removal function includes the functions detailed in Chapter 13: The Customers' Premises Service and Installations of the EEI Handbook.
5. Maintenance of the Meter System Components - The remote or on-site testing, calibration, programming, modification, repair, and replacement of meter system components.
6. Meter Communications Device Installation and Maintenance - The remote or on-site installation, testing, calibration, programming, modification, repair, and replacement of meter communication devices.
7. Meter Equipment Provision - Providing metering equipment.
8. Initiating or Transfer of Metering Service - The removal, replacement, disabling, modification, or programming of the metering system for the purpose of establishing or changing the provider of Metering Service.

(Continued on Sheet No. 97)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 96)

NATURE OF SERVICE (CONTINUED)

METERING SERVICE (CONTINUED).

9. Meter Accuracy Testing - Tasks associated with verifying the accuracy of measurement of the metering equipment ultimately used for billing, in accordance with applicable standards for required testing contained in 83 Illinois Administrative Code, Part 460.
10. Meter Equipment Design and Engineering - Analyzing, specifying, and documenting the retail customer's metering equipment requirements.
11. Meter Attribute Record Keeping - Keeping meter attribute records, including those specified in 83 Illinois Administrative Code Section 460.330, and any other such records required for the provision of Metering Service, subject to the Company's standard protocols and practices for the provision of Metering Service.
12. Accept Raw Meter Data - The act of retrieving raw meter usage data to be used for billing from either the meter equipment directly, or from the entity performing the retrieval function.
13. Translate Data Into Format for Internal Processing - The act of converting raw meter usage data received into a convenient internal format for storage; archiving; validation, editing, and estimation (VEE); and other business processes.
14. Associate Meter Reads With Customer Identifiers for Use in Validation or Estimation - The verified matching of meter usage data with their corresponding retail customer matching records.
15. Validate, Edit, and Estimate Translated Meter Data - The act of checking the retail customer's translated meter usage data against thresholds for errors and/or omissions equal or superior to threshold standards published by the Company using estimation procedures to correct and edit meter usage data that fail the data integrity check equal or superior to estimation procedure standards published by the Company.
16. Translate Data Into Common Formats and Posting to Server - The act of converting the VEE data into formats compatible with the Company's standard format and posting to a server accessible to applicable market participants.

(Continued on Sheet No. 98)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 97)

NATURE OF SERVICE (CONTINUED)

RELATIONSHIP OF THE RETAIL CUSTOMER, THE MSP, AND THE COMPANY.

The Company's retail customer purchases delivery service from the Company pursuant to Rate RDS and other applicable tariffs in the Company's Schedule of Rates. The MSP and the Company interact in accordance with the terms and conditions of this tariff, other applicable tariffs of the Company, and the Rate MSPS Contract. The retail customer provides written authorization to the MSP to have the MSP provide Metering Service to such retail customer in lieu of such retail customer receiving metering service from the Company. The MSP provides Metering Service as described in the Metering Service section of the Nature of Service part of this tariff to such retail customer pursuant to contractual arrangements that are not part of the Company's Schedule of Rates. The Company is not a party to the provision of such Metering Service to such retail customer and is not bound by any term, condition, or provision or agreement for such service. The MSP is not an agent of the Company and has no authority to enter into any agreement on behalf of the Company; 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.

DEFINITIONS

Definitions of terms used in this tariff are provided in the Definitions part of the General Terms and Conditions of the Company's Schedule of Rates.

APPLICATION FOR AND COMMENCEMENT OF SERVICE

PREREQUISITES OF SERVICE.

Before commencing service hereunder, an MSP must comply with the following prerequisites of service. Such MSP must:

1. demonstrate that it has the ability to meet all the continuing obligations described in the Continuing Obligations section of the Technical and Operational Provisions part of this tariff;
2. be up to date in all payments to the Company for any previous services provided;
3. demonstrate through the successful completion of the Company's testing program, the ability to electronically transmit Direct Access Service Requests (DASRs) for Metering Service to the Company, electronically provide meter attribute records to the Company, electronically provide meter usage data to the Company, and electronically send and receive any other applicable information transmissions to and from the Company;
4. file with the Company all applicable documents in accordance with the Financial Requirements section of the Technical and Operational Provisions part of this tariff; and
5. execute a Rate MSPS Contract with the Company for service hereunder.

(Continued on Sheet No. 99)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 98)

APPLICATION FOR AND COMMENCEMENT OF SERVICE (CONTINUED)

COMMENCEMENT OF SERVICE.

An MSP commences service hereunder after it complies with all items listed in the Prerequisites of Service section of this Application for and Commencement of Service part. Commencement of service hereunder designates the beginning of such MSP's term of service hereunder.

RATES AND CHARGES

METER READING CHARGES.

For each of the Company's retail customers that elects to be provided with Metering Service from an MSP, the Company obtains readings from each Company-provided meter at such retail customer's premises in accordance with the provisions in the Switch from the Company to the MSP subsection of the Meter Exchanges section of the Switching and Termination part of this tariff. The Company charges such MSP for obtaining such meter readings.

For any retail customer to which a delivery class other than the High Voltage Delivery Class, Extra Large Load Delivery Class, or the Railroad Delivery Class is applicable and the situation is such that:

- a. the switch is performed in a single day on the Effective Switch Date, as defined in the Switching Metering Service Providers section of the Switching and Termination part of this tariff, then there is no meter reading charge applicable to the MSP; or
- b. the Company reads Company-provided meters at such retail customer's premises on more than one day beginning on or after such retail customer's Effective Switch Date but on or before the applicable meters' Meter Exchange Dates, as defined in the Meter Exchanges section of the Switching and Termination part of this tariff, then the following meter reading charges are applicable to the MSP for each visit made to such retail customer's premises:

Charge for the first meter read	\$25.97
Charge for each additional meter read	\$ 3.43

For any retail customer to which the High Voltage Delivery Class, Extra Large Load Delivery Class, or the Railroad Delivery Class is applicable, and the situation is such that the Company reads Company-provided meters at such retail customer's premises in connection with the exchange of any such meter, then the following meter reading charge is applicable to the MSP:

Charge for each meter read	\$ 3.43
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(Continued on Sheet No. 100)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 99)

RATES AND CHARGES (CONTINUED)

METERING EQUIPMENT REMOVAL CHARGES.

For any retail customer (a) that elects to be provided with Metering Service from an MSP; and (b) (i) to which the High Voltage Delivery Class, Extra Large Load Delivery Class, or the Railroad Delivery Class is applicable; or (ii) to which certain other circumstances are applicable which require the Company, as determined by the Company, to remove Company-provided metering equipment from the retail customer's premises because of safety, reliability, or data integrity risks, the Company removes Company-provided metering equipment from the retail customer's premises and the following metering equipment removal charges are applicable to the MSP for each visit made to such retail customer's premises:

Single Phase Meters	
Charge for the first meter removed	\$ 88.77
Charge for each additional meter removed	\$ 37.75
Three Phase and Transformer-Rated Meters (at or under 500 volts)	
Charge for the first meter removed	\$113.90
Charge for each additional meter removed	\$ 55.19
Transformer-Rated Meters (over 500 volts)	
Charge for the first meter removed	\$121.05
Charge for each additional meter removed	\$ 59.29
Instrument Transformers	
Current Transformers Only	
Charge for the first set removed	\$115.07
Charge for each additional set removed	\$ 56.36
Current Transformers and Potential Transformers	
Charge for the first set removed	\$180.34
Charge for each additional set removed	\$118.58
Cellular Telephones	
Charge for the first telephone removed	\$115.07
Charge for each additional telephone removed	\$ 56.36

(Continued on Sheet No. 101)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 100)

RATES AND CHARGES (CONTINUED)

MSP-REQUESTED WORK CHARGES.

For a situation in which the Company performs work at the request of an MSP, the following hourly rates are applicable to the MSP:

Single Phase Work Charge	\$103.00/Hour
Three Phase and Transformer-Rated (at or under 500 volts) Work Charge	\$118.56/Hour
Transformer-Rated (over 500 volts) Work Charge	\$124.70/Hour

LOST EQUIPMENT CHARGES.

For a situation in which an MSP fails to return to the Company a Company-provided meter after any such meter is removed from a retail customer's premises by the MSP, the Company charges the MSP for the replacement cost of any such meter.

OTHER CHARGES.

For a situation in which an MSP requires or requests the Company to provide services or facilities at a retail customer's premises that are not provided in the provision of standard service or facilities to such retail customer, and such services or facilities are not otherwise addressed in this Rates and Charges section, the Company charges the MSP for any such services or facilities in accordance with the provisions of Rider NS - Nonstandard Services and Facilities (Rider NS) and Rider ML - Meter-Related Facilities Lease (Rider ML), as applicable. In making any such request or requirement, the MSP warrants to the Company that it is making such request or requirement in accordance with the full knowledge and approval of such retail customer.

LATE PAYMENT CHARGE.

The Late Payment Charge as described in the Late Payment Charges subsection of the Payment Provisions section of the Billing and Payment part of the General Terms and Conditions of the Company's Schedule of Rates is applicable to all charges applied in accordance with the provisions of this tariff.

(Continued on Sheet No. 102)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 101)

METERING

EQUIPMENT AND EQUIPMENT DEMARCATION.

MSP Equipment

Any safety and security requirements stated in this MSP Equipment subsection are not exclusive of other requirements applicable to such facilities or activities, and compliance with all such requirements is the responsibility of the MSP.

Identification

All metering equipment must be clearly marked with the name of the MSP. All meters must be identified by number utilizing a meter numbering standard in accordance with the American National Standards Institute (ANSI) standard ANSI C12.10 (1997). Such number is used in all applicable data exchanges and is labeled on the meter in accordance with ANSI C12.10 (1997).

Standards

All metering equipment must, at a minimum, meet applicable standards set forth in Section 4.7 of the ANSI Code for Electricity Metering (1995 Edition, approved June 12, 1995) and any other applicable federal, state, and local codes.

All equipment used in the calibration of metering equipment must meet the standards of the National Institute of Standards and Technology (NIST), and the calibration intervals of such equipment must not exceed the intervals provided in 83 Illinois Administrative Code Section 460.360 and must be consistent with any other applicable regulations.

Installation

The MSP is responsible for obtaining any inspections required by local, municipal, or other applicable authority prior to the installation of MSP-provided equipment.

The MSP must ensure that all installations are performed in accordance with the then effective National Electric Code (NEC) and any other applicable regulations required by local, municipal, or other applicable authorities, as well as the Company's rules and practices.

Before a metering installation is considered complete, the MSP must: (a) establish meter registration through observation of the display for electronic meters or the disk for electromechanical meters, (b) attempt to induce load and verify forward rotation, (c) check any pulse outputs from the meter to ensure correct functionality, and (d) check any communication channel that is to be used for remote interrogation or programming of the meter.

Within five (5) business days after installation of a meter capable of being read remotely, the MSP must check that such meter and the remote meter reading system used for such meter are working properly.

(Continued on Sheet No. 103)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 102)

METERING (CONTINUED)

EQUIPMENT AND EQUIPMENT DEMARCATION (CONTINUED).

MSP Equipment (Continued)

Securing and Sealing Metering Equipment

Detachable meters must be secured into the meter socket. At a minimum, such securing must be provided with a seal. The seal must be a non-lead-based seal which contains the identity of the MSP. For any retail customer premises that has a life support device or equipment, the seal must be either white with red lettering or red with white lettering, in accordance with applicable Occupational Safety and Health Administration (OSHA) requirements, and must have the caduceus symbol on it.

For a situation in which an energized meter socket does not have a meter installed, such socket must be covered and secured with a seal or lock in accordance with applicable OSHA requirements.

Testing and Maintaining Equipment

The MSP is obligated to establish maintenance and testing programs that meet or exceed the requirements contained in 83 Illinois Administrative Code Section 460.360 and any other applicable regulations. If electric service to a retail customer is going to be or is likely to be interrupted as a result of actions taken by the MSP in testing or maintaining MSP-provided equipment, the MSP must notify such retail customer prior to taking such actions.

Inspections

The MSP must perform site inspections during each visit to a retail customer's premises at which the MSP has equipment installed pursuant to this tariff. Any such inspection must be performed in accordance with 83 Illinois Administrative Code Section 460.610 and any other applicable regulations. Each such inspection must include the following activities:

1. a visual inspection to ensure no electrical or other safety or environmental hazard exists;
2. a visual inspection to ensure no electrical hazard exists;
3. a visual inspection of the meter and associated equipment to ensure that it is correctly identified and has correct characteristics for the delivery service being provided to the retail customer at such service point;
4. a visual inspection for evidence of theft of service; and
5. a visual inspection to ensure that proper seals and stickers are in place, including life support seals, as applicable.

(Continued on Sheet No. 104)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 103)

METERING (CONTINUED)

EQUIPMENT AND EQUIPMENT DEMARCATION (CONTINUED).

MSP Equipment (Continued)

Defective Equipment

The MSP must immediately notify the Company of any MSP-provided equipment that is identified as being inoperative or defective. The MSP is obligated to repair or replace any such equipment in accordance with the EEI Handbook. The MSP is responsible for repairing or replacing any such equipment within five (5) business days of such identification. If such repair or replacement is not completed within five (5) business days of such identification, the Company has the right to remove such equipment and replace it with Company-provided equipment.

If service to a retail customer is going to be or is likely to be interrupted as a result of actions taken by the MSP in repairing or replacing MSP-provided equipment, the MSP must notify such retail customer prior to taking such actions.

Notwithstanding the aforementioned notification provisions of this Defective Equipment clause, if the MSP discovers that a safety hazard exists due to any MSP-provided equipment, the MSP is responsible for immediately repairing or replacing such equipment, and the MSP must not leave such equipment unattended until the hazardous situation is corrected. Any such situation and the conditions of its resolution must be reported to the Company.

Equipment Demarcation

For a self-contained metering installation, the demarcation point between MSP-provided facilities and Company-provided facilities is the supply line side terminals of the meter connection device. If the meter connection device has an integrated bypass provision, such bypass means is considered to be MSP-provided metering equipment.

For a transformer-rated metering installation, the demarcation point is the meter side terminals of the test switches installed nearest to the supply line side of the meter. The Company and the MSP may both operate the test switches, subject to applicable protocols. However, ownership, maintenance, and repair of such test switches remain the responsibility of the Company. For a transformer-rated metering installation using an integrated bypass provision in lieu of test switches, the bypass means is considered MSP-provided metering equipment.

With respect to meter outputs, the demarcation point is the connection or transition device used to provide meter communication to an external device. For internal or external modem communications, the modem is considered to be MSP-provided metering equipment. For land-based telephone communications, the point of demarcation is the retail customer's terminals of the telephone interface device. For wireless communications, the entire communications unit is considered MSP-provided metering equipment. For pulse output, any isolation device is considered MSP-provided metering equipment. For serial communications, the demarcation point is the connector or terminal to which the meter output lead is attached.

(Continued on Sheet No. 105)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 104)

METERING (CONTINUED)

EQUIPMENT AND EQUIPMENT DEMARCATION (CONTINUED).

Equipment Demarcation (Continued)

Current transformers (CTs) and potential transformers (PTs) and related wiring up to and including the demarcation point are considered to be Company-provided distribution equipment. If the MSP requires or requests the Company to have new or different CT or PT equipment installed, the Company installs such equipment pursuant to the terms of Rider NS and Rider ML, or a competitive service contract. The MSP is allowed to conduct its own noninvasive testing of CTs and PTs, subject to applicable protocols. Collectively, CTs and PTs are defined as instrument transformers.

The MSP is allowed to access the Company's instrument transformer compartment associated with MSP-provided metering for the purpose of verifying transformer ratios used to determine meter usage data. The MSP must notify the Company of the date and the time of such activity. If the MSP gains access to the instrument transformer compartment by cutting the Company's lock to such compartment without appropriate Company personnel present, the MSP must secure the compartment with a locking device equivalent to that provided by the Company.

Except as provided in this Equipment Demarcation subsection, the MSP must not alter, modify, operate, change, or otherwise access Company-provided equipment.

Company Equipment

Company equipment includes all facilities on the Company's side of the point of equipment demarcation up to and including the point of equipment demarcation.

(Continued on Sheet No. 106)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 105)

METERING (CONTINUED)

METER ATTRIBUTE RECORDS.

Meter attribute records contain the meter identifier, manufacturer, phase, form, voltage, constants, meter test data, life support status, bypass status, and other descriptive information regarding the meter, as applicable, required by the Company to perform the billing, identification, servicing, and tracking of the Company's retail customers in accordance with the Company's standard practices, obligations, and rights provided in its Schedule of Rates, applicable tariffs on file with the Federal Energy Regulatory Commission (FERC), and any other applicable tariffs and rules under which the Company provides service, as they may change from time to time.

The MSP must maintain meter attribute records in accordance with 83 Illinois Administrative Code Section 460.330, any applicable tariffs and operating requirements of PJM Interconnection L.L.C. (PJM), and any other applicable tariffs and regulations.

For each retail customer for which the MSP provides Metering Service, the MSP provides to the Company the meter attribute records for each meter deployed for such retail customer. Meter attribute records are provided to the Company electronically. The MSP must notify the Company immediately of a change in the meter identifier for any MSP-provided meter. The MSP must notify the Company immediately of any information the MSP obtains regarding the need for a change in the life support status of any MSP-provided meter. The MSP must notify the Company within two (2) business days of a change in the manufacturer, constant, voltage, form, or bypass status for any MSP-provided meter. Upon the request of the Company, the MSP provides the Company with meter test data, including the reason for the test; the date of the test and the reading of the meter; the name of the person performing the test; creep test results; accuracy as found and as left, carried out to tenths of a percent (0.X%); and test methods employed and calculations performed. The MSP provides such meter attribute records to the Company within two (2) business days of the Company's request for such records.

The MSP must notify the Company of any discrepancy in any meter attribute record within two (2) business days of the discovery of such discrepancy. Any corrective action required to be performed by the MSP to resolve such discrepancy must be made in a timely manner.

METER USAGE DATA.

The MSP must provide the Company with meter usage data required by the Company to perform the billing, identification, and tracking of the Company's retail customers in accordance with the Company's standard practices, obligations, and rights provided in its Schedule of Rates, applicable tariffs on file with the FERC, and any other applicable tariffs and rules under which the Company or PJM provides service, as they may change from time to time. Such data is provided for each retail customer for which the MSP provides Metering Service, and such data is provided electronically on a meter-by-meter basis, as applicable.

Monthly billing period meter usage data for each retail customer for which the MSP provides Metering Service is provided to the Company in accordance with a schedule utilizing the Company's regularly scheduled meter reading or billing cycle date for such retail customer.

(Continued on Sheet No. 107)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 106)

METERING (CONTINUED)

METER USAGE DATA (CONTINUED).

For each retail customer for which the MSP provides Metering Service, the MSP is responsible for the procurement and maintenance of meter usage data in accordance with standards for meter usage data, including standards for accuracy, performance, and timeliness, equal or superior to standards for meter usage data published by the Company. Such procurement and maintenance is performed prior to the provision of such meter usage data to the Company by the MSP.

The MSP must notify the Company of any discrepancy in any meter usage data within one (1) business day of the discovery of such discrepancy. Any corrective action required to be performed by the MSP to resolve such discrepancy must be made in a timely manner.

The MSP keeps and maintains thirty-six (36) months of meter usage data for each retail customer for which the MSP provides Metering Service. The most recent twelve (12) months of such meter usage data for any such retail customer must be made available to the Company within three (3) business days of the Company's request for such meter usage data. Meter usage data that is more than twelve (12) but less than thirty-seven (37) months old must be made available to the Company within ten (10) business days of the Company's request for such meter usage data.

The MSP must take reasonable measures to ensure the confidentiality of all meter usage data.

For a retail customer that elects an MSP to provide such retail customer with Metering Service, such MSP is responsible for meter usage data for each MSP-provided meter located at such retail customer's premises as of the time of the physical installation of each such meter on the Meter Exchange Date for such meter, as defined in the Meter Exchanges section of the Switching and Termination part of this tariff.

For a retail customer that subsequently elects the Company to provide such retail customer with metering service, the Company is responsible for meter usage data for each Company-provided meter located at such retail customer's premises as of the time of the physical installation of each such meter on the Meter Exchange Date for such meter. With a switch involving transferring the provision of Metering Service from the MSP to the Company, the MSP provides to the Company meter usage data obtained from the MSP-provided meters for the period from the Effective Switch Date for such retail customer to the time of the physical removal of each such MSP-provided meter on each such meter's Meter Exchange Date within two (2) business days after the MSP obtains meter readings from the MSP-provided meters, as described in the Switch from the MSP to the Company subsection of the Meter Exchanges section of the Switching and Termination part of this tariff.

(Continued on Sheet No. 108)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 107)

METERING (CONTINUED)

SUBTRACTIVE METERING.

A subtractive metering situation exists at a location at which a meter (Prime Meter) measures the electric power and energy provided to one retail customer (Prime Customer) as well as the separately metered electric power and energy provided to one or more other retail customers (Subtractive Customer(s)), such that the metered electric power and energy provided to the Subtractive Customer(s) must be subtracted from that measured by the Prime Meter for purposes of billing the Prime Customer. In such cases, the meters that explicitly measure the electric power and energy provided to the Subtractive Customer(s) are considered to be Subtractive Meters. Any Subtractive Customer eligible to elect Metering Service may elect to obtain such Metering Service for only those Subtractive Meters that serve such Subtractive Customer.

Any Prime Customer eligible to elect Metering Service may elect to obtain such Metering Service for only those Prime Meters that serve such Prime Customer. In a subtractive metering situation in which one or more MSPs provide Metering Service to one or more retail customers, each MSP must read the meter(s) corresponding to the retail customer(s) for which such MSP provides Metering Service. Such MSP provides meter usage data for such meter(s) to the Company. The Company then subtracts the meter usage data of the Subtractive Meter(s) from the gross meter usage data of the Prime Meter(s). If the Prime Customer is receiving Metering Service from an MSP, the Company provides the net Prime Meter meter usage data to such MSP.

BILLING, PAYMENT, AND REMITTANCE

An MSP pays for services provided hereunder in accordance with the Billing and Payment part of the General Terms and Conditions of the Company's Schedule of Rates.

Under no circumstances is the Company obligated to collect unpaid balances, take credit action, or disconnect delivery service to a retail customer that owes monies to an MSP and not the Company.

ELECTRONIC DATA EXCHANGE

Electronic exchange of data between the Company and an MSP taking service hereunder is performed in accordance with the Company's standard practices, procedures, and systems employed for such exchanges.

(Continued on Sheet No. 109)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 108)

TECHNICAL AND OPERATIONAL PROVISIONS

CONTINUING OBLIGATIONS.

After commencing service hereunder, the MSP must comply with the following continuing obligations. Such MSP must:

1. maintain responsibility for the provision of and provide all sixteen (16) processes for Metering Service, as provided in the Metering Service section of the Nature of Service part of this tariff, for each retail customer for which the MSP provides Metering Service;
2. deploy and maintain advanced metering systems, as described in the Metering Service section of the Nature of Service part of this tariff, for each retail customer for which the MSP provides Metering Service. Notwithstanding the previous provisions of this MSP Continuing Obligation (2), the MSP may manually read MSP-provided meters provided hereunder for a reasonable period of time until the completion of its communications system, and the MSP may at any time rely on manual meter reading for up to five percent (5%) of the MSP-provided meters in service at retail customer premises or five hundred (500) meters, whichever is greater;
3. meet all the obligations described in the Technical Requirements and Financial Requirements sections of this Technical and Operational Provisions part of this tariff;
4. abide by all the terms and conditions of its Rate MSPS Contract with the Company;
5. reasonably cooperate with the Company as necessary to ensure that all associated tasks required to be performed by either the Company or the MSP to administer this tariff are completed for each retail customer for which the MSP provides Metering Service;
6. maintain the ability, as demonstrated through the successful completion of the Company's testing program, to electronically transmit DASRs for Metering Service to the Company, electronically provide meter attribute records to the Company, electronically provide meter usage data to the Company, and electronically send and receive any other applicable information transmissions to and from the Company;
7. submit a DASR to the Company for Metering Service for a retail customer only after obtaining the retail customer's written authorization that such MSP is to be the retail customer's provider of Metering Service;
8. keep each DASR and written authorization for each retail customer for which the MSP provides Metering Service on file for a period of no less than two (2) years; and
9. provide meter attribute records and meter usage data to the Company in a reasonable and timely manner so that the Company can fulfill its obligations under its Schedule of Rates and perform its business functions.

(Continued on Sheet No. 110)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 109)

TECHNICAL AND OPERATIONAL PROVISIONS (CONTINUED)

CONTINUING OBLIGATIONS (CONTINUED).

The Company must comply with the following continuing obligations. The Company must:

1. reasonably cooperate with the MSP to ensure that any transfer of the provision of Metering Service from the Company to the MSP occurs in a timely and orderly manner for each retail customer that authorizes the MSP to provide such retail customer with Metering Service;
2. abide by all the terms and conditions of its Rate MSPS Contract with the MSP;
3. accept meter usage data provided by the MSP, as needed, for the retail customers for which the MSP provides Metering Service;
4. archive meter usage data obtained from the MSP, as needed, for the retail customers for which the MSP provides Metering Service; and
5. reasonably cooperate with the MSP as necessary to ensure that all associated tasks required to be performed by either the Company or the MSP to administer this tariff are completed for each retail customer for which the MSP provides Metering Service.

TECHNICAL REQUIREMENTS.

The knowledge, skills, and competence levels to be demonstrated by the MSP must be consistent with those generally required of or by the electric utilities in Illinois with respect to their employees and must be in accordance with 83 Illinois Administrative Code, Part 460.

General Qualifications

Meter workers performing services on behalf of the MSP must be trained and must exercise due care in performing their duties. An MSP employee that performs meter work for a retail customer within the Company's service territory is required to have appropriate identification, indicating the worker's employer and the class of meter work the worker is qualified to perform whenever performing meter work. MSP employees must perform their duties in accordance with 83 Illinois Administrative Code Section 460.500.

Meter Worker Qualifications

The MSP must employ and certify only those meter workers whose qualifications meet or exceed those provided in 83 Illinois Administrative Code, Part 460, Subpart E. Such meter workers must perform their duties in accordance with 83 Illinois Administrative Code, Part 460, Subpart E.

(Continued on Sheet No. 111)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 110)

TECHNICAL AND OPERATIONAL PROVISIONS (CONTINUED)

TECHNICAL REQUIREMENTS (CONTINUED).

Staffing Requirements

An MSP served hereunder must maintain a qualified technical staff on duty or on call twenty-four (24) hours each day to operate and maintain the MSP-provided metering equipment and Metering Service processes. Such technical staff must include a person with previous experience of at least two (2) years demonstrated electric metering experience and a person with at least two (2) years operational experience. The person(s) meeting such operational experience requirements must have at least one (1) year of information management experience and one (1) year of technical advisory experience. The MSP must provide to the Company and maintain a telephone number, fax number, and address at which 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.

Quality Assurance

The Company has the right to investigate and verify that the MSP is correctly and accurately performing the processes comprising Metering Service. Such investigations and verifications may include the submission by the Company to the MSP of test data. The Company may, at its discretion, accept the results of an audit conducted for the MSP by an independent certified public accountant in lieu of conducting all or a portion of its own investigation. The rights of the Company under this Quality Assurance subsection do not limit the Company's other rights to investigate the accuracy of meter usage data and its bills and do not limit the remedies the Company may exercise if data provided by an MSP are determined to be incorrect or inaccurate.

FINANCIAL REQUIREMENTS.

Creditworthiness

The MSP is required to maintain its creditworthiness as follows:

1. The MSP must be able to demonstrate through the provision of a Dun & Bradstreet Business Information Report that it has, at a minimum, a Composite Credit Appraisal of three (3) or lower and a PAYDEX score of seventy (70) or higher; or
2. If the MSP does not have a Dun & Bradstreet Composite Credit Appraisal, the MSP must be able to demonstrate through the provision of an Experian Small Business Intelliscore Report that it has, at a minimum, an Intelliscore of sixty-three (63) or higher.

Such report provided to demonstrate the MSP's creditworthiness must be provided to the Company prior to commencement of service hereunder and annually thereafter. Such report must be no more than thirty (30) days old at the time it is provided to the Company.

(Continued on Sheet No. 112)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 111)

TECHNICAL AND OPERATIONAL PROVISIONS (CONTINUED)

FINANCIAL REQUIREMENTS (CONTINUED).

Insurance

The MSP is required to have insurance coverage as follows:

Commercial General Liability Insurance, Including Bodily Injury and Property Damage Coverage

Commercial General Liability Insurance, Including Bodily Injury and Property Damage Coverage, must be for a minimum of \$5,000,000 per occurrence with an annual aggregate limit of not less than \$5,000,000. Such coverage must provide against third party injury, including death, and third party property damage; including, without limitation, injury to any retail customer and the employees and agents of such retail customer and the Company, and damage to the property of such retail customer and the Company, caused by any act or omission of the MSP or of its employees, contractors, or other agents, in the conduct of the MSP's business. Such coverage must recognize claims brought against the MSP by its retail customers, the entity supplying electricity to any such retail customer, and the Company. Such coverage must be valid for a period of not less than one year.

The foregoing coverages must be primary and must not require contribution. The MSP may provide the coverages through the use of a primary liability policy or through a combination of primary liability and umbrella liability policies. However, the total limits of liability must not be less than the limits set forth in the preceding paragraph.

Certificate(s) of Insurance must be filed with the Company prior to commencement of service hereunder. If the MSP renews or makes changes in its insurance coverage, such insurance coverage must be continuous and without interruption. New Certificate(s) of Insurance must be filed with the Company no later than thirty (30) days prior to the date that any such renewal or change becomes effective. The Certificate(s) of Insurance and the insurance policies required by this section must contain a provision that coverages afforded under the policies will not be canceled, allowed to expire, or subjected to reduction in the limits in any manner until at least thirty (30) days' prior written notice, ten (10) days' in the case of nonpayment of premium, has been given to the Company. The Company may inspect any or all policies of insurance at any time.

All insurance coverage must be provided by insurance companies having ratings of A minus (A-) or better and financial sizes of VII or larger in the latest edition of Best's Key Rating Insurance Guide or its successor that is in effect as of the issuance date of the Certificate(s) of Insurance described in this Insurance subsection. If any such insurance coverage is provided by an insurance company for which the rating or financial size in a subsequent edition of Best's Key Rating Insurance Guide or its successor is downgraded below such minimum required rating or financial size, the MSP must obtain new insurance coverage within thirty (30) days of such downgrade provided by an insurance company meeting or exceeding such minimum rating and financial size.

(Continued on Sheet No. 113)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 112)

TECHNICAL AND OPERATIONAL PROVISIONS (CONTINUED)

FINANCIAL REQUIREMENTS (CONTINUED).

Insurance (Continued)

Self-Insurance Coverage

The MSP may self-insure its liability exposure if it is authorized by the Illinois Industrial Commission to provide self-insurance for its obligations under the Workers' Compensation Act of Illinois (820 ILCS 305). A copy of the MSP's Self-Insurance Certificate of Approval under Section 4 of the Workers' Compensation Act of Illinois or the related rules (50 Illinois Administrative Code 7100.70) must be filed with the Company prior to commencement of service hereunder. If the MSP is required to furnish security, indemnity, bond, or other provision for securing its workers' compensation obligations, then it must provide an unconditional guarantee, surety bond, or standby letter of credit, or establish an escrow account to cover liability obligations that may be caused by any act or omission of such MSP or of its employees, contractors, or other agents, in the conduct of such MSP's business. Such unconditional guarantee, surety bond, or standby letter of credit must be issued in an amount of \$5,000,000 that must be valid for a period of not less than one year, and must be renewed or replaced each year thereafter. If the MSP fails to maintain authorization from the Illinois Industrial Commission to provide self-insurance for its obligations under the Workers' Compensation Act of Illinois, the MSP must obtain insurance coverage as provided in the Commercial General Liability Insurance, Including Bodily Injury and Property Damage Coverage clause in this Insurance subsection to be effective immediately upon such loss of authorization. The MSP's insurance coverage must be continuous and without interruption.

The guarantor must be an affiliate of the MSP that maintains at least one of the following commercial paper ratings: A-2 or higher from Standard & Poor's, a division of the McGraw-Hill Companies, Inc., or its successor (S&P), P-2 or higher from Moody's Investor Service, Inc., or its successor (Moody's), D-2 or higher from Duff & Phelps or its successor (D&P), or F-2 or higher from Fitch Ratings, a subsidiary of Fimilac, S.A., or its successor (Fitch); or at least one of the following long term credit ratings: BBB- or higher from S&P, Baa3 or higher from Moody's, BBB- or higher from D&P, or BBB- or higher from Fitch. The MSP must provide to the Company a copy of the rating agency reports that present the ratings of the affiliate that is the guarantor and the unconditional guarantee prior to commencement of service hereunder and at any time such unconditional guarantee is changed or renewed.

If any such unconditional guarantee is provided by a guarantor for which the commercial paper rating or long term credit rating is downgraded below the aforementioned minimum required rating, the MSP must obtain a new unconditional guarantee within thirty (30) days of such downgrade provided by a guarantor meeting or exceeding such minimum rating or obtain other acceptable credit assurance in accordance with this Insurance subsection.

(Continued on Sheet No. 114)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 113)

TECHNICAL AND OPERATIONAL PROVISIONS (CONTINUED)

FINANCIAL REQUIREMENTS (CONTINUED).

Insurance (Continued)

Self-Insurance Coverage (Continued)

The surety bond or surety bonds must be issued by a surety authorized to transact business in the State of Illinois. The MSP must provide to the Company a copy of the surety bonds, and the authorization for the surety to transact business in the State of Illinois prior to commencement of service hereunder and at any time any such surety bond is changed or renewed. Any such surety bond must be valid for a period of not less than one (1) year, and must be renewed or replaced each year thereafter. The issuer of any such surety bond must, at a minimum, be among issuers of surety bonds identified as acceptable sureties or reinsurers on federal bonds in Circular 570 of the United States Department of Treasury, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," that is in effect as of the date the surety bond is issued. Such issuer may not underwrite more than the amount specified in such Circular 570 and must be licensed in the State of Illinois. If any such surety bond is provided by an issuer that is subsequently removed from the listing of issuers of surety bonds identified as acceptable sureties or reinsurers on federal bonds in any subsequent publication of such Circular 570, the MSP must obtain a new surety bond or bonds within thirty (30) days of such removal from the listing provided by an issuer meeting such minimum requirement or obtain other acceptable credit assurance in accordance with this Insurance subsection.

The standby letter of credit must be irrevocable and issued by a financial institution with a long term obligation rating of A- or higher from S&P, A3 or higher from Moody's, A- or higher from D&P, or A- or higher from Fitch. The MSP must provide to the Company a copy of the standby letter of credit, and the ratings agency report that presents the long term obligation rating of the financial institution extending the credit prior to commencement of service hereunder and at any time such standby letter of credit is changed or renewed. If any such standby letter of credit is provided by a financial institution for which the long term obligation rating is downgraded below the aforementioned minimum required rating, the MSP must obtain a new standby letter of credit within thirty (30) days of such downgrade provided by a financial institution meeting or exceeding such minimum rating or obtain other acceptable credit assurance in accordance with this Insurance subsection.

(Continued on Sheet No. 115)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 114)

TECHNICAL AND OPERATIONAL PROVISIONS (CONTINUED)

FINANCIAL REQUIREMENTS (CONTINUED).

Insurance (Continued)

Self-Insurance Coverage (Continued)

Deposits under escrow agreements must be cash, negotiable United States government bonds, or negotiable general obligation bonds of the State of Illinois. Such cash or bonds must be deposited in escrow with any state or national bank or trust company having trust authority in the State of Illinois. Securities used to fund an escrow account must have at all times a market value at least equal to \$5,000,000, the minimum amount of commercial general liability insurance required under 83 Illinois Administrative Code Section 460.100 (b)(1). The MSP must provide to the Company the name and business address of the escrow agent, the authorization giving the escrow agent trust authority in the State of Illinois, and a copy of a statement from the escrow agent detailing the type and amount of funds deposited in the escrow account prior to commencement of service hereunder and at any time such escrow agreement is changed or renewed.

OPERATIONAL REQUIREMENTS.

For a situation in which a retail customer for which an MSP provides Metering Service has any of its electric service locations changed, revised, moved, or removed, or has a new electric service location installed, the MSP must change, revise, move, remove, or install MSP-provided metering equipment, as required, in accordance with a schedule determined by the Company to accommodate such change, revision, move, removal, or installation of such electric service location used to deliver electric power and energy to such retail customer.

SWITCHING AND TERMINATION

SWITCHING METERING SERVICE PROVIDERS.

In the event that a retail customer taking service under Rate RDS elects to switch to a different provider of unbundled metering service, such election is effective on the Company's next regularly scheduled meter reading or billing cycle date for such retail customer, provided that such effective date is at least seven (7) calendar days after the Company receives notification of such election in a separate, valid DASR for such retail customer from such different provider. Such notification is included in a different DASR than the DASR submitted in accordance with the provisions in the Standard Switching subsection of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Electric Service part of Rate RDS which informs the Company of the retail customer's selection of a different provider of electric power and energy supply service. Such effective date is defined as the Effective Switch Date. Notwithstanding the foregoing provisions of this paragraph, if the Company determines that the associated tasks required to be performed by either the Company or the MSP cannot be completed to permit the switch to be effective on such next regularly scheduled meter reading or billing cycle date, the Effective Switch Date is the next subsequent regularly scheduled meter reading or billing cycle date after such tasks are completed.

(Continued on Sheet No. 116)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 115)

SWITCHING AND TERMINATION (CONTINUED)

SWITCHING METERING SERVICE PROVIDERS (CONTINUED).

Notwithstanding the previous provisions of this Switching Metering Service Providers section, an MSP is not allowed to provide Metering Service to any retail customers for which a portion of such retail customer's electric power and energy requirements is supplied by the Company under the terms of a tariff for bundled electric service.

The MSP must warrant to the Company that it expends its best efforts to submit DASRs only for retail customers eligible for Metering Service provided by such MSP.

To the extent that the Company receives and acts in accordance with DASRs, the Company is held harmless and is not liable to the MSP or the retail customer for any losses, damages, or other claims that the retail customer asserts against the MSP.

In the event that a retail customer for which an MSP provides Metering Service elects to take or is transferred to electric service provided by the Company under the terms of a tariff for bundled electric service, the Company must submit a DASR to the Company in accordance with the provisions of this Switching Metering Service Providers section to provide for a switch from such MSP to the Company for the provision of metering service.

METER EXCHANGES.

The date of a meter's removal from or installation at a retail customer's premises to implement a switch in providers of metering service is defined as such meter's Meter Exchange Date. All Meter Exchange Dates for a retail customer must occur no later than five (5) business days prior to the Company's next regularly scheduled meter reading or billing cycle date after the Effective Switch Date for such retail customer.

Switch from the Company to the MSP

For a retail customer to which a delivery class other than the High Voltage Delivery Class, Extra Large Load Delivery Class, or the Railroad Delivery Class is applicable or for which other circumstances apply because of safety, reliability, or data integrity risks, which as determined by the Company, require the Company to remove Company-provided meters from such retail customer's premises, removal of the Company-provided meters from the retail customer's premises is the responsibility of the MSP as provided herein.

For a situation in which a Company-provided meter is capable of having its meter readings obtained remotely, the Company and the MSP reasonably cooperate to ensure that any meter reading of any such meter removed during a switch to the MSP occurs just prior to such removal of such meter.

The MSP must submit an exchange schedule or schedules to the Company. Each such schedule must be submitted to the Company by the close of business on the Thursday before the start of the workweek during which the meters are scheduled to be exchanged. Each such schedule provides the Meter Exchange Dates and times for such workweek during which the removal of the Company-provided meters is to occur, and it provides identification of the specific meters to be removed on each date.

(Continued on Sheet No. 117)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 116)

SWITCHING AND TERMINATION (CONTINUED)

METER EXCHANGES (CONTINUED).

Switch from the Company to the MSP (Continued)

For a retail customer to which a delivery class other than the High Voltage Delivery Class, Extra Large Load Delivery Class, or the Railroad Delivery Class is applicable, the following single day switch or multiple day switch provisions, as applicable, are enforced:

Single Day Switch

The Company reads all the Company-provided meters at the retail customer's premises by noon on the Effective Switch Date. In accordance with the exchange schedule provided to the Company by the MSP, the Company reads each Company-provided meter located at such premises just prior to its removal for Company-provided meters for which meter readings are able to be obtained remotely. The MSP also performs a visual reading of each Company-provided meter just prior to its removal. Except as provided in this Switch from the Company to the MSP subsection, the MSP removes all the Company-provided meters at the retail customer's premises after noon on the Effective Switch Date. After the removal of each such Company-provided meter, the MSP installs metering equipment provided by the MSP. The MSP returns to the Company, at the MSP's expense, all the Company-provided meters the MSP removes from such premises within five (5) business days after their removal from such premises. The MSP is responsible for such meters until they are returned to the Company, and such meters must be returned to the Company in the condition they were in just prior to their removal from such premises. Upon receipt of such meters, the Company reenergizes any such meter for which a meter reading was not able to be obtained remotely to obtain the raw meter usage data from such meter.

Multiple Day Switch

The Company reads all the Company-provided meters at the retail customer's premises by noon on the Effective Switch Date. Company-provided meters are removed on consecutive business days, beginning with the Effective Switch Date, until all such meters are removed from such premises. In accordance with the exchange schedule or schedules provided to the Company by the MSP, the Company reads each Company-provided meter located at the premises just prior to its removal for Company-provided meters for which meter readings are able to be obtained remotely. The Company reads any other Company-provided meter located at the retail customer's premises every fifth business day beginning with the Effective Switch Date until such meter's Meter Exchange Date. The MSP also performs a visual reading of each Company-provided meter just prior to its removal. Except as provided in this Switch from the Company to the MSP subsection, the MSP removes all the Company-provided meters on each such meter's Meter Exchange Date in accordance with the aforementioned exchange schedule or schedules. After the removal of each Company-provided meter, the MSP installs metering equipment provided by the MSP. The MSP returns to the Company, at the MSP's expense, all the Company-provided meters the MSP removes from such premises within five (5) business days after their removal from such premises. The MSP is responsible for such meters until they are returned to the Company, and such meters must be returned to the Company in the condition they were in just prior to their removal from such premises. Upon receipt of such meters, the Company reenergizes any such meter for which a meter reading was not able to be obtained remotely to obtain the raw meter usage data from such meter.

(Continued on Sheet No. 118)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 117)

SWITCHING AND TERMINATION (CONTINUED)

METER EXCHANGES (CONTINUED).

Switch from the Company to the MSP (Continued)

For a retail customer to which the High Voltage Delivery Class, Extra Large Load Delivery Class, or the Railroad Delivery Class is applicable, the Company reads all the Company-provided meters at the retail customer's premises by noon on the Effective Switch Date. Company-provided meters are removed on consecutive business days, beginning with the Effective Switch Date, until all such meters are removed from the premises. The MSP performs a visual reading of each Company-provided meter just prior to its removal. In accordance with the exchange schedule or schedules provided to the Company by the MSP, the Company reads each Company-provided meter located at such premises just prior to its removal, after which the Company removes and takes possession of each such Company-provided meter. After the removal of each Company-provided meter, the MSP installs a meter provided by the MSP.

Switch from the MSP to the Company

Except for a situation due to safety, reliability, or data integrity risks, as determined by the MSP, that requires the MSP to remove MSP-provided meters from the retail customer's premises, removal of the MSP-provided meters from the retail customer's premises is the responsibility of the Company as provided in this Switch from the MSP to the Company subsection.

For a situation in which an MSP-provided meter is capable of having its meter reading obtained remotely, the Company and the MSP reasonably cooperate to ensure that any meter reading of any such meter to be removed during a switch to the Company occurs just prior to such removal of such meter.

The Company must submit an exchange schedule or schedules to the MSP. Each such schedule must be submitted to the MSP by the close of business on the Thursday before the start of the workweek during which the meters are scheduled to be exchanged. Each such schedule provides the Meter Exchange Dates and times for such workweek during which the removal of the MSP-provided meters is to occur, and it provides identification of the specific meters to be removed on each date.

(Continued on Sheet No. 119)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 118)

SWITCHING AND TERMINATION (CONTINUED)

METER EXCHANGES (CONTINUED).

Switch from the MSP to the Company (Continued)

Single Day Switch

The MSP reads all the MSP-provided meters at the retail customer's premises by noon on the Effective Switch Date. In accordance with the exchange schedule provided to the MSP by the Company, the MSP reads each MSP-provided meter located at such premises just prior to its removal for MSP-provided meters for which meter readings are able to be obtained remotely. The Company also performs a visual reading of each MSP-provided meter just prior to its removal. Except as provided in this Switch from the MSP to the Company subsection, the Company removes all the MSP-provided meters at the retail customer's premises after noon on the Effective Switch Date. After the removal of each MSP-provided meter, the Company installs a meter provided by the Company. The Company returns to the MSP, at the Company's expense, all the MSP-provided meters the Company removes from such premises within five (5) business days after their removal from the premises. The Company is responsible for such meters until they are returned to the MSP, and such meters must be returned to the MSP in the condition they were in just prior to their removal from such premises. Upon receipt of such meters, the MSP reenergizes any such meter for which a meter reading was not able to be obtained remotely to obtain the raw meter usage data from such meter.

Multiple Day Switch

The MSP reads all the MSP-provided meters at the retail customer's premises by noon on the Effective Switch Date. MSP-provided meters are removed on consecutive business days, beginning with the Effective Switch Date, until all such meters are removed from the premises. In accordance with the exchange schedule or schedules provided to the MSP by the Company, for any MSP-provided meter with a Meter Exchange Date that is the same as the Effective Switch Date for which meter readings are able to be obtained remotely and for any MSP-provided meter with a Meter Exchange Date that is different from the Effective Switch Date, the MSP reads each such MSP-provided meter located at the premises just prior to its removal. The Company also performs a visual reading of each MSP-provided meter just prior to its removal. Except as provided in this Switch from the MSP to the Company subsection, the Company removes all the MSP-provided meters on each such meter's Meter Exchange Date in accordance with the aforementioned exchange schedule or schedules. The Company performs a visual reading of each such MSP-provided meter just prior to its removal.

After the removal of each MSP-provided meter, the Company installs a meter provided by the Company. The Company returns to the MSP, at the Company's expense, all the MSP-provided meters the Company removes from such premises within five (5) business days after their removal from the premises. The Company is responsible for such meters until they are returned to the MSP, and such meters must be returned to the MSP in the condition they were in just prior to their removal from such premises. Upon receipt of such meters, the MSP reenergizes any such meter for which the Meter Exchange Date is the same as the Effective Switch Date and for which a meter reading was not able to be obtained remotely to obtain the raw meter usage data from such meter.

(Continued on Sheet No. 120)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 119)

SWITCHING AND TERMINATION (CONTINUED)

METER EXCHANGES (CONTINUED).

Switch from One MSP to Another MSP

The MSPs must reasonably cooperate as necessary to ensure a timely switch from one MSP to the other MSP. Such switch is also made in a manner such that the Company is able to perform the billing, identification, and tracking of the Company's retail customers in accordance with the Company's standard practices, obligations, and rights provided in its Schedule of Rates, applicable tariffs on file with the FERC, and any other applicable tariffs and rules under which it provides service, as they may change from time to time.

DISCONTINUANCE OF SERVICE.

Discontinuance of Metering Service to the Retail Customer by the MSP

In the event that service under this tariff is terminated by the MSP with respect to any individual retail customer for which the MSP has been providing Metering Service, the MSP submits notification of such termination for each such retail customer through the submission of a DASR. Such termination of Metering Service for such retail customer is effective on the Company's next regularly scheduled meter reading or billing cycle date for such retail customer, provided that the Company receives such DASR in accordance with the same timing requirements as provided in the Switching Metering Service Providers section of this Switching and Termination part. For circumstances in which no corresponding valid DASR is received by the Company from a different MSP to provide Metering Service to such retail customer, metering service is provided by the Company to such retail customer as of such effective date in accordance with the Company-Provided Metering Service subsection of the Metering Facilities section of the Metering part of Rate RDS, Rider NS, Rider ML, and any other applicable tariffs, rules, and standard Company practices.

Discontinuance of Rate MSPS Service to the MSP by the Company

In the event that the Company terminates service hereunder to the MSP due to the MSP's failure to meet its obligations described in the Term of Contract and Termination Provisions section of this Switching and Termination part, the Company arranges to provide metering service to the Company's retail customers that have been provided with Metering Service by such MSP in accordance with the Company-Provided Metering Service subsection of the Metering Facilities section of the Metering part of Rate RDS, Rider NS, Rider ML, and any other applicable tariffs, rules, and standard Company practices. The Company also notifies such retail customers that such MSP is no longer providing Metering Service in the Company's service territory.

(Continued on Sheet No. 121)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 120)

SWITCHING AND TERMINATION (CONTINUED)

DISCONTINUANCE OF SERVICE (CONTINUED).

Discontinuance of Service by the Retail Customer

In the event that a retail customer obtaining Metering Service from an MSP taking service hereunder informs the Company that it is terminating all tariffed services from the Company, the Company notifies the MSP of such impending service termination date. The MSP reads all the MSP-provided meters at the retail customer's premises by noon on such termination date, after which the Company removes all the MSP-provided meters from such premises, and as applicable, disconnects service to and secures such metering installations at such premises. The Company returns to the MSP, at the Company's expense, all the MSP-provided meters the Company removes from such premises within five (5) business days after their removal from such premises. For each MSP-provided meter removed from such premises, the MSP provides to the Company all meter usage data for the period from the time of the meter reading of each such meter on such termination date to the time such meter is physically removed from the premises.

DISCONNECTION OF SERVICE.

In the event that the Company disconnects service to a retail customer receiving Metering Service from an MSP taking service hereunder for other than in emergency circumstances, the Company obtains visual meter readings for all the MSP-provided meters at the retail customer's premises on such disconnection date, after which the Company disconnects service to and secures such metering installations, as applicable, at such premises. The Company then notifies the MSP of such disconnection of service.

The Company reserves the right to disconnect any retail customers for which an MSP provides Metering Service if the Company does not receive payment for the tariffed services provided to such retail customer.

Under no circumstances is the MSP allowed to disconnect a retail customer for which the MSP provides Metering Service if the MSP does not receive payment for any service provided by the MSP to such retail customer.

(Continued on Sheet No. 122)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 121)

SWITCHING AND TERMINATION (CONTINUED)

TERM OF CONTRACT AND TERMINATION PROVISIONS.

For an MSP first taking service hereunder or resuming service hereunder after a previous termination of service hereunder, the initial term of contract between the Company and the MSP is twenty-four (24) months. Upon expiration of the initial or any renewal term of contract, the term of contract is automatically renewed for a period of twelve (12) months.

An MSP has the right to terminate its contract and discontinue service hereunder and all other services from the Company at any time provided such MSP (a) submits written notification of such termination to the Company at least sixty (60) days prior to the termination date; (b) timely pays all amounts due the Company; and (c) submits a DASR for each retail customer for which such MSP has been providing Metering Service that notifies the Company that the MSP is terminating its provision of Metering Service for each such retail customer. Such termination for each such retail customer must be in accordance with the Discontinuance of Metering Service to the Retail Customer by the MSP subsection of the Discontinuance of Service section of this Switching and Termination part.

An MSP that terminates its contract and discontinues service hereunder is not eligible to take service hereunder for a period of twelve (12) consecutive months.

In no event is an MSP allowed to elect to terminate service hereunder if it continues to provide Metering Service to any retail customer located in the Company's service territory, and any attempt by the MSP to terminate service hereunder under such circumstances is ineffective.

The Company has the right to immediately and without prior notice terminate its contract and discontinue service hereunder if the MSP (a) fails to maintain its status as a certified MSP or has such status suspended; (b) knowingly provides incorrect meter usage data to the Company; (c) engages in alteration or manipulation of meter-related or other electric facilities causing incorrect registration of electric usage; or (d) alters, modifies, operates, changes, or otherwise accesses the Company's equipment, except as provided in the Equipment Demarcation subsection of the Equipment and Equipment Demarcation section of the Metering part of this tariff.

The Company has the right to terminate its contract and discontinue service hereunder if the MSP (a) fails to abide by the continuing obligations of this tariff; (b) fails to abide by any other obligation, term, or conditions of this tariff or other applicable tariff on file with the ICC or the FERC; or (c) fails to abide by any provision of its Rate MSPS Contract with the Company, and such failure continues for a period of fourteen (14) days after the MSP is sent written notice by the Company of such failure.

The Company's rights to discontinue service hereunder pursuant to the previous paragraphs in this Term of Contract and Termination Provisions section are in addition to such other rights the Company has under applicable laws, rules, regulations, and practices relating to the reliability and security of electric power facilities and the health, welfare, and safety of the Company, MSP personnel or the public, and do not limit the Company's rights under any such laws, rules, regulations, and practices.

(Continued on Sheet No. 123)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 122)

DISPUTE RESOLUTION

Disputes between the Company and an MSP and/or a retail customer that involve the performance, breach, or alleged breach of any obligation under this tariff, under any tariff applicable to this tariff, or under any contract entered into under this tariff or applicable tariff, may be resolved in accordance with the provisions of the Dispute Resolution part of the General Terms and Conditions of the Company's Schedule of Rates.

MISCELLANEOUS GENERAL PROVISIONS

The Company reserves the right to provide for emergency disconnection of electric service to a retail customer at the request of fire or law enforcement agencies, or in the event the Company is otherwise notified of imminent physical danger to such retail customer's premises, structures or facilities located at such premises, or individuals located at such premises, and the disconnection of electric service is necessary to alleviate such danger.

The Company reserves the right to perform emergency action that may require the removal or modification of MSP-provided equipment at a retail customer's premises. Such action may occur (a) at the request of fire or law enforcement agencies; or (b) in the event the Company is otherwise notified of imminent physical danger to the retail customer's premises, structures or facilities located at such premises, or individuals located at such premises and the removal or modification of the MSP-provided equipment is necessary to alleviate such danger. In such circumstances, the Company notifies the MSP of the actions taken within one (1) business day of their occurrence, and the MSP is responsible to the Company for costs the Company incurs in taking such actions.

The MSP must take reasonable measures to ensure that MSP-provided meters can be read by the Company in the event that the MSP cannot meet its continuing obligations under this tariff.

The Company, the MSP, and any of either of their subcontractors, have the obligation to reasonably cooperate in the detection of theft of electric service and investigation of meter tampering.

The Company is not liable for any act, omission, promise, or representation of any MSP that takes service hereunder or that provides or promises or represents that it will provide Metering Service in the Company's service territory. The Company is not liable for any act, omission, promise, or representation of PJM to any MSP that takes service hereunder. The Company is not liable to any retail customer for any damages caused by any equipment installed, operated, or maintained by any entity other than the Company.

(Continued on Sheet No. 124)

**RATE MSPS
METERING SERVICE PROVIDER SERVICE**

(Continued from Sheet No. 123)

MISCELLANEOUS GENERAL PROVISIONS (CONTINUED)

The MSP is not an agent of the Company. The MSP has no authority to enter into any agreement on behalf of the Company; 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.

An MSP may employ qualified agents to act on its behalf in the provision of Metering Service. The MSP is responsible for each act of such agent or agents taken in its name, regardless of whether or not such act was authorized by the MSP. Employing an agent does not relieve the MSP of any obligation under this tariff or any other applicable tariff or contract.

The Company's Schedule of Rates, of which this tariff is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and applicable tariffs.

GENERAL TERMS AND CONDITIONS

ORGANIZATION OF GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are organized into parts which are further organized into sections, as applicable. Some sections are further organized into subsections. In the following listing of parts and sections, parts are designated by number while sections are designated by letter.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 125)

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APPLICABILITY

These General Terms and Conditions are applicable to the tariffs included in the Company's Schedule of Rates, to electric service provided by the Company, to retail customers located in the Company's service territory, to applicants for electric service provided by the Company, to developers of retail customer premises located in the Company's service territory, to Retail Electric Suppliers (RESs), and to Metering Service Providers (MSPs), as appropriate.

(Continued on Sheet No. 127)

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Post Office Box 805379
Chicago, Illinois 60680-5379

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 126)

DEFINITIONS

The following definitions are for terms contained in the tariffs included in the Company's Schedule of Rates:

Act

Act means the Illinois Public Utilities Act, 220 ILCS 5/1-101 et seq.

Advanced Metering System

Advanced metering system means any metering system that does not require on-site meter reading.

ARES

ARES means the same as Alternative Retail Electric Supplier as defined in Section 16-102 of the Act.

Capacity Obligation

Capacity Obligation means the retail customer's share, in kilowatts (kW), of the annual peak electric load assigned to the Company by PJM Interconnection, L.L.C. (PJM). The Capacity Obligation for a retail customer is determined by the Company based on the retail customer's Peak Load Contribution (PLC) and PJM's Reliability Pricing Model methodology.

ComEd Zone

ComEd Zone means the PJM defined load zone for the Company.

Company

Company means Commonwealth Edison Company.

CPT

CPT means Central Prevailing Time, which is Central Standard Time or Central Daylight Savings Time, as applicable.

Customer Supply Groups

Customer supply groups mean the designations for retail customers located in the Company's service territory so that retail customers can be categorized for the purposes of computing charges for the procurement of electric power and energy and applying such charges to retail customers.

DASR

DASR means Direct Access Service Request. A DASR is an electronic communication by which the Company is informed of a retail customer's election to switch its provider of electric power and energy supply service or its provider of metering service.

(Continued on Sheet No. 128)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 127)

DEFINITIONS (CONTINUED)

Delivery Classes

Delivery classes mean the designations for retail customers located in the Company's service territory so that retail customers can be categorized for the purposes of computing charges for the delivery of electric service and applying such charges to retail customers.

Effective Switch Date

Effective Switch Date means the date that a retail customer's election of a different provider of metering service becomes effective, as described in the Switching Metering Service Providers section of the Switching and Termination part of Rate MSPS - Metering Service Provider Service (Rate MSPS).

End of Business

End of business means 5:00 P.M. CPT.

Existing Underground Distribution System

Existing underground distribution system means the Company's distribution facilities characterized by the use of cable in a conduit and manhole system and transformers installed in vaults, and the absence of poles and overhead wires. An existing underground distribution system is used to serve high load density areas such as the central business district of the City of Chicago. Distribution facilities located in certain areas in the Company's service territory that utilize direct buried cables connected to overhead distribution facilities are not considered to be part of an existing underground distribution system.

Existing Overhead Distribution System

Existing overhead distribution system means all Company distribution facilities that are not part of an existing underground distribution system, and include distribution facilities located in certain areas in the Company's service territory that utilize direct buried cables connected to overhead distribution facilities.

(Continued on Sheet No. 129)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 128)

DEFINITIONS (CONTINUED)

FERC

FERC means Federal Energy Regulatory Commission or any successor federal agency, commission, or department.

GAA

GAA means General Account Agent.

General Terms and Conditions

General Terms and Conditions mean these General Terms and Conditions included in the Company's Schedule of Rates on file with the Illinois Commerce Commission (ICC).

ICC

ICC means Illinois Commerce Commission or any successor state agency, commission, or department.

IPA

IPA means Illinois Power Agency or any successor state agency, commission, or department.

kW

kW means kilowatt. A kW is a unit measurement of the demand for electricity or rate at which electricity is used.

kWh

kWh means kilowatt-hour. A kWh is a unit measurement of the amount of electricity used.

Lighting Retail Customer

Lighting retail customer means a retail customer in the lighting sector as described in the Sectors section of the Retail Customer Categorizations part of these General Terms and Conditions.

Meter Exchange Date

Meter Exchange Date means the date of a meter's removal from or installation at a retail customer's premises to implement a switch in providers of metering service.

Metering Service

Metering Service means the sixteen (16) processes described in the Metering Services section of the Nature of Service part of Rate MSPS.

(Continued on Sheet No. 130)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 129)

DEFINITIONS (CONTINUED)

MKD

MKD means Maximum Kilowatts Delivered. A retail customer's MKD for a monthly billing period is the highest thirty (30) minute demand for electric power and energy established by the retail customer and delivered by the Company during such monthly billing period during the periods from 9:00 A.M. until 6:00 P.M. on Monday through Friday, except on days designated as holidays by the North American Electric Reliability Corporation (NERC).

Monthly Billing Cycle

Monthly billing cycle means the monthly periods associated with a set of monthly meter reading dates. The Company arranges the accounts of its retail customers into one of twenty-one (21) separate meter reading groups it utilizes to read electric meters on a monthly basis.

Monthly Billing Period

Monthly billing period means the period of approximately thirty (30) days during which the Company provides electric service to a retail customer and at the end of which the Company measures the electric service provided to the retail customer and assesses charges for such electric service. The start and end of a retail customer's monthly billing period is determined by the date that the electric meter(s) at the retail customer's premises is (are) read.

MSP

MSP means Metering Service Provider. An MSP is a retail provider of Metering Service, other than the Company, taking service under Rate MSPS, certified by the ICC, and authorized to engage in the provision of Metering Service to retail customers taking service under Rate RDS - Retail Delivery Service (Rate RDS).

MW

MW means megawatt and equals 1,000 kW. A MW is a unit measurement of the demand for electricity or rate at which electricity is used.

MWh

MWh means megawatt-hour and equals 1,000 kWh. A MWh is a unit measurement of the amount of electricity used.

NERC

NERC means North American Electric Reliability Corporation or any successor agency, commission, or department.

Nonresidential Retail Customer

Nonresidential retail customer means a retail customer in the nonresidential sector as described in the Sectors section of the Retail Customer Categorizations part of these General Terms and Conditions.

Nonsummer Period

Nonsummer Period means the January, February, March, April, May, October, November, and December monthly billing periods.

OATT

OATT means Open Access Transmission Tariff.

(Continued on Sheet No. 131)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 130)

DEFINITIONS (CONTINUED)

On-site

On-site means at the premises of the Company's retail customer.

PJM

PJM means PJM Interconnection, L.L.C. or any successor agency, commission, or department.

PJM Planning Year

PJM Planning Year means the period of time extending from 11:00 P.M. CPT on May 31 of one year to 11:00 P.M. CPT on May 31 of the following year.

PLC

PLC means peak load contribution, in kW. The retail customer's PLC is determined by the Company based on PJM's Reliability Pricing Model methodology for a period of twelve (12) monthly billing periods beginning with the June monthly billing period and extending through the following May monthly billing period. For a situation in which insufficient historical electric power and energy consumption data exist for a retail customer, the Company determines such retail customer's PLC based upon, in the Company's judgment, the retail customer's expected electric power and energy requirements and its expected contribution to such peak electric load on the PJM electric system region.

Procurement Event

Procurement event means the conclusion of the process employed to secure components of electric power and energy in accordance with a procurement plan at which time sealed bids for the provision of standard wholesale electric power and energy products are opened by the procurement administrator, as described in Section 16-111.5(f) of the Act, enacted by Illinois Public Act 95-0481.

Procurement Plan

Procurement plan means the document, as described in the IPA Act, enacted by Illinois Public Act 95-0481, and Section 16-111.5 of the Act, in which the proposed standard wholesale electric power and energy products to be procured by the Company and procedures related to the procurement of electric power and energy by the Company for retail customers taking service under Rate BES - Basic Electric Service (Rate BES) are presented.

Qualifying School

Qualifying school means a retail customer using electric service in the operation of classrooms and related instructional facilities, employed to provide a course of instruction for grade or high school students, substantially equivalent to a public grade or high school, provided any non-instructional use of such retail customer's facility is incidental only.

RES

RES means Retail Electric Supplier. A RES is either (a) an ARES certified by the ICC pursuant to the Act, meeting all obligations of ARESs under the Act and applicable regulations, and authorized to provide electric power and energy supply services in the Company's service territory; or (b) an Illinois electric utility as defined in Section 16-102 of the Act (220 ILCS 5/16-102) meeting all obligations provided in Sections 16-115A and 16-116 of the Act (220 ILCS 5/16-115A, 220 ILCS 5/16-116), other than the Company.

(Continued on Sheet No. 132)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 131)

DEFINITIONS (CONTINUED)

Residential Retail Customer

Residential retail customer means a retail customer included in the residential sector as described in the Sectors section of the Retail Customer Categorizations part of these General Terms and Conditions.

Retail Customer

Retail customer means the same as retail customer as defined in Section 16-102 of the Act. Notwithstanding the previous sentence, a retail customer to which the (a) Railroad Delivery Class, (b) the Dusk to Dawn Lighting Delivery Class, or (c) the General Lighting Delivery Class is applicable, or a retail customer using electric service in the provision of public street lighting to which the Fixture-Included Lighting Delivery Class is applicable, is provided with electric service at multiple noncontiguous locations.

Retail Off-Peak Period

Retail Off-Peak Period means all hours other than those included in the Retail Peak Period.

Retail Peak Period

Retail Peak Period means the hours from 9 A.M. until 10 P.M. CPT, Monday through Friday except on days designated as holidays by the NERC.

Seasonal Service

Seasonal service means electric service provided to a retail customer that is disconnected and reconnected on a cyclical basis, at the retail customer's request.

Service Territory

Service territory means (a) the geographic area within which the Company was lawfully entitled to provide electric power and energy to retail customers as of December 16, 1997, the boundary of which may be modified by approval of the ICC pursuant to the Electric Supplier Act, and includes (b) the location of any retail customer to which the Company was lawfully providing electric utility services on December 16, 1997.

SFC

SFC means Supplier Forward Contract which is a standard contract form pursuant to which the Company enters into binding wholesale contracts for the procurement of full requirements electric supply from suppliers as described in Rider PE - Purchased Electricity (Rider PE).

(Continued on Sheet No. 133)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 132)

DEFINITIONS (CONTINUED)

Staff

Staff means the Staff of the ICC.

Station Power

Station Power means electric power and energy used for station stand-by, station start-up, and station auxiliary power requirements to operate the electric equipment at the premises of an electric generating facility or for other end use at the premises, including heating, lighting, air-conditioning, and office equipment needs, related to the operation, maintenance, or repair of such facility. Station Power does not include any electric power and energy used at a service connection (a) to power a synchronous condenser operating under the provisions of a tariff establishing rates for such condensing that is on file with the FERC, or (b) for pumping at a pumped storage facility, or (c) in association with the restoration of the transmission system located in the Company's service territory, or to provide system black start service in the event that restoration of the transmission system is required.

Summer Period

Summer Period means the June, July, August, and September monthly billing periods.

Temporary Service

Temporary service means electric service provided to a retail customer for an abbreviated period that usually extends for less than one year in duration. For a situation in which temporary service is provided at a construction site, such service terminates when construction is completed. Temporary service is also provided for specific events or operations with predetermined durations. Company facilities required for the provision of temporary service in excess of standard facilities are provided in accordance with the provisions for providing nonstandard services and facilities. In addition, all installation and removal costs incurred by the Company to provide temporary service are provided in accordance with the provisions for providing nonstandard services and facilities.

Transmission Facilities Located in the Company's Service Territory

Transmission facilities located in the Company's service territory mean transmission facilities located in whole or in part within the Company's service territory and owned or operated (a) by the Company and/or (b) by PJM.

Wholesale Off-Peak Period

Wholesale Off-Peak Period means all hours other than those included in the Wholesale Peak Period.

Wholesale Peak Period

Wholesale Peak Period means the hours from 6 A.M. until 10 P.M. CPT, Monday through Friday except on days designated as holidays by the NERC.

(Continued on Sheet No. 134)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 133)

RETAIL CUSTOMER CATEGORIZATIONS

SECTORS.

The Company's retail customers are segmented into three sectors: the residential sector, the lighting sector, and the nonresidential sector.

Residential Sector

A retail customer is in the residential sector if electric service is provided to such retail customer at an individual residential occupancy premises. For a situation in which electric service provided to a single premises is utilized for both residential and nonresidential purposes, including farming, such premises is not considered to be an individual residential occupancy premises unless the preponderant electric service requirement is for residential purposes.

For a situation in which electric service is provided to a multiple residential occupancy building, each individual residential occupancy premises contained in the building is treated as a separate retail customer. Notwithstanding the previous provisions of this paragraph, for a multiple residential occupancy building containing six (6) or fewer individual residential occupancy premises, hall lighting and building operating equipment with no motor larger than one (1) horsepower and no more than six (6) horsepower for all motors may be (a) connected to the metering installation for one of the individual residential occupancy premises located in the building, or (b) metered separately and served as a separate retail customer in the residential sector.

Lighting Sector

A retail customer is in the lighting sector if electric service is provided to such retail customer for the purposes of operating a public street or highway general lighting system, a public street or highway dusk to dawn lighting system, a public street or highway intersection lighting system, a public street or highway decorative lighting system, a public street or highway traffic signal lighting system, a public waterway navigational signal lighting system, a dusk to dawn lighting system for residential private ways, including private parking, within a residential project, a dusk to dawn protective lighting system for qualifying schools, or a dusk to dawn lighting system for a public park. Any such lighting system may include public safety equipment as long as such equipment uses less than 200 kWhs per monthly billing period. Any such lighting system may include equipment owned or managed by a municipality or corporate entity used for a wireless local area network communication system available for general public use provided such equipment uses less than 100 kWhs per monthly billing period at each location that such equipment is installed and the majority of such equipment installations are attached to street lighting and traffic signal equipment. A single lighting retail customer may have electric service provided to multiple physical locations provided all such locations are located within a single municipality.

A portion of the electric service provided to a retail customer located outside the City of Chicago to which either the residential sector or the nonresidential sector is applicable is considered to be in the lighting sector if such portion is for the provision of outdoor, fixture-included, dusk to dawn lighting for such retail customer's private use.

(Continued on Sheet No. 135)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 134)

RETAIL CUSTOMER CATEGORIZATIONS (CONTINUED)

SECTORS (CONTINUED).

Nonresidential Sector

A retail customer is in the nonresidential sector if electric service is provided to such retail customer for purposes that are predominantly other than residential purposes or lighting purposes as described in the first paragraph of the Lighting Sector subsection of this Sectors section.

DELIVERY CLASSES.

Delivery classes are the designations for retail customers located in the Company's service territory so that retail customers can be categorized for the purposes of computing charges for the delivery of electric service and applying such charges to retail customers. The following fifteen (15) delivery classes are identified for such purposes:

Residential Single Family Without Electric Space Heat Delivery Class

Residential Single Family Without Electric Space Heat Delivery Class means the delivery class applicable to any retail customer in the residential sector, as described in the Sectors section of this Retail Customer Categorizations part, (a) that uses electric service for residential purposes, (b) for which service is provided through a separate meter from an overhead or underground connection that serves no more than two (2) retail customers, and (c) to which the Residential Single Family With Electric Space Heat Delivery Class does not apply.

Residential Multi Family Without Electric Space Heat Delivery Class

Residential Multi Family Without Electric Space Heat Delivery Class means the delivery class applicable to any retail customer in the residential sector (a) that uses electric service for residential purposes, (b) for which service is provided through a separate meter from an overhead or underground connection that serves three (3) or more retail customers, and (c) to which the Residential Multi Family With Electric Space Heat Delivery Class does not apply.

Residential Single Family With Electric Space Heat Delivery Class

Residential Single Family With Electric Space Heat Delivery Class means the delivery class applicable to any retail customer in the residential sector (a) that uses electric service for residential purposes, (b) for which service is provided through a separate meter from an overhead or underground connection that serves no more than two (2) retail customers, and (c) that uses only (i) electric resistance heating devices, (ii) electric-only heat pumps, (iii) solar energy collectors that provide space heating through heat exchangers, or (iv) any combination of the preceding items (i) through (iii) to meet the entire space heating requirements at such retail customer's premises.

Residential Multi Family With Electric Space Heat Delivery Class

Residential Multi Family With Electric Space Heat Delivery Class means the delivery class applicable to any retail customer in the residential sector (a) that uses electric service for residential purposes, (b) for which service is provided through a separate meter from an overhead or underground connection that serves three (3) or more retail customers, and (c) that uses only (i) electric resistance heating devices, (ii) electric-only heat pumps, (iii) solar energy collectors that provide space heating through heat exchangers, or (iv) any combination of the preceding items (i) through (iii) to meet the entire space heating requirements at such retail customer's premises.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 135)

RETAIL CUSTOMER CATEGORIZATIONS (CONTINUED)

DELIVERY CLASSES (CONTINUED).

Watt-Hour Delivery Class

Watt-Hour Delivery Class means the delivery class applicable to any retail customer in the nonresidential sector, as described in the Sectors section of this Retail Customer Categorizations part, using electric service for nonresidential purposes, and for which no metering equipment or only watt-hour metering equipment is installed at the retail customer's premises. Generally, a retail customer in this class uses less than 2,000 kWhs during a monthly billing period.

Small Load Delivery Class

Small Load Delivery Class means the delivery class applicable to any retail customer in the nonresidential sector, using electric service for nonresidential purposes, and for which (a) the voltage of the electricity entering the retail customer's premises is below 69,000 volts, (b) demand metering is installed at the retail customer's premises, and (c) the highest thirty (30) minute demand for electricity established by the retail customer did not exceed 100 kW during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period.

Medium Load Delivery Class

Medium Load Delivery Class means the delivery class applicable to any retail customer in the nonresidential sector, using electric service for nonresidential purposes, and for which (a) the voltage of the electricity entering the retail customer's premises is below 69,000 volts, (b) demand metering is installed at the retail customer's premises, and (c) the highest thirty (30) minute demand established by the retail customer was more than 100 kW but did not exceed 400 kW during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period.

Large Load Delivery Class

Large Load Delivery Class means the delivery class applicable to any retail customer in the nonresidential sector, using electric service for nonresidential purposes, and for which (a) the voltage of the electricity entering the retail customer's premises is below 69,000 volts, (b) demand metering is installed at the retail customer's premises, and (c) the highest thirty (30) minute demand established by the retail customer was more than 400 kW but did not exceed 1,000 kW during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 136)

RETAIL CUSTOMER CATEGORIZATIONS (CONTINUED)

DELIVERY CLASSES (CONTINUED).

Very Large Load Delivery Class

Very Large Load Delivery Class means the delivery class applicable to any retail customer in the nonresidential sector, using electric service for nonresidential purposes, and for which (a) the voltage of the electricity entering the retail customer's premises is below 69,000 volts, (b) demand metering is installed at the retail customer's premises, and (c) the highest thirty (30) minute demand established by the retail customer was more than 1,000 kW but did not exceed 10,000 kW during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period.

Extra Large Load Delivery Class

Extra Large Load Delivery Class means the delivery class applicable to any retail customer in the nonresidential sector, using electric service for nonresidential purposes, and for which (a) the voltage of the electricity entering the retail customer's premises is below 69,000 volts, (b) demand metering is installed at the retail customer's premises, and (c) the highest thirty (30) minute demand established by the retail customer was more than 10,000 kW during the most recent twelve (12) consecutive monthly billing periods prior to the current monthly billing period.

High Voltage Delivery Class

High Voltage Delivery Class means the delivery class applicable to any retail customer in the nonresidential sector, using electric service for nonresidential purposes, and for which the voltage of the electricity entering the retail customer's premises is at or above 69,000 volts.

Railroad Delivery Class

Railroad Delivery Class means the delivery class applicable to any retail customer in the nonresidential sector using electric service for traction power in the operation of trains and to which either (a) the Electric Service Agreement Between Commonwealth Edison Company and Northeast Illinois Regional Commuter Railroad Corporation dated June 1, 1986, as amended (NIRCRC Agreement), or (b) the Electric Service Agreement Between Commonwealth Edison Company and Chicago Transit Authority, dated August 1, 1958, as amended (CTA Agreement), is applicable.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 137)

RETAIL CUSTOMER CATEGORIZATIONS (CONTINUED)

DELIVERY CLASSES (CONTINUED).

Fixture-Included Lighting Delivery Class

Fixture-Included Lighting Delivery Class means the delivery class applicable to any retail customer in the lighting sector, as described in the Sectors section of this Retail Customer Categorizations part, (a) located outside the City of Chicago, (b) using electric service for a public street lighting system that operates on a dusk to dawn basis, and (c) for which the Company furnishes, installs, owns, operates, and maintains the facilities required to provide such dusk to dawn lighting. The Fixture-Included Lighting Delivery Class is also applicable to the portion of electric service provided to a retail customer in the residential sector or nonresidential sector, (1) located outside the City of Chicago, (2) using such portion for private, outdoor, dusk to dawn lighting purposes, and (3) for which the Company furnishes, installs, owns, operates, and maintains the facilities required to provide such dusk to dawn lighting.

Dusk to Dawn Lighting Delivery Class

Dusk to Dawn Lighting Delivery Class means the delivery class applicable to any retail customer in the lighting sector (a) using electric service for a lighting system that operates on a dusk to dawn basis, and (b) for which the Fixture-Included Lighting Delivery Class is not applicable.

General Lighting Delivery Class

General Lighting Delivery Class means the delivery class applicable to any retail customer in the lighting sector using electric service for a lighting system other than a lighting system that operates on a dusk to dawn basis.

With respect to the Small Load Delivery Class, Medium Load Delivery Class, Large Load Delivery Class, Very Large Load Delivery Class, and Extra Large Load Delivery Class for a situation in which no historical electric power and energy consumption data exist for a retail customer, the Company determines the delivery class applicable to such retail customer based upon the highest thirty (30) minute demand expected, in the Company's judgment, to be established by the retail customer.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 138)

RETAIL CUSTOMER CATEGORIZATIONS (CONTINUED)

SUPPLY GROUPS.

Customer supply groups are designations for retail customers located in the Company's service territory so that retail customers can be categorized for the purposes of computing charges for the procurement of electric power and energy and applying such charges to retail customers. The following customer supply groups are defined for such purposes:

Residential Customer Group

Residential Customer Group means the customer supply group applicable to any retail customer in the residential sector and using electric service for residential purposes.

Watt-Hour Customer Group

Watt-Hour Customer Group means the customer supply group applicable to any retail customer in the nonresidential sector, using electric service for nonresidential purposes, and for which no metering equipment or only watt-hour metering equipment is installed at the retail customer's premises. Generally, a retail customer in this customer supply group uses less than 2,000 kWhs during a monthly billing period.

Demand Customer Group

Demand Customer Group means the customer supply group applicable to any retail customer in the nonresidential sector, using electric service for nonresidential purposes, and for which (a) the Self-Generating Customer Group is not applicable, (b) the Competitively Declared Customer Group is not applicable, and (c) demand metering is installed at the retail customer's premises.

Self-Generating Customer Group

Self-Generating Customer Group means the customer supply group applicable to any retail customer (a) that owns, operates, and/or is entitled to the output from electric generating facilities located at such retail customer's premises, and such electric generating facilities (1) have a generation capacity of one hundred (100) kW or more, and (2) are used for any purpose other than emergency purposes during such times when electric service from the Company is interrupted; and (b) for which the Competitively Declared Customer Group is not applicable.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 139)

RETAIL CUSTOMER CATEGORIZATIONS (CONTINUED)

SUPPLY GROUPS (CONTINUED).

Competitively Declared Customer Group

Competitively Declared Customer Group means the customer group applicable to any retail customer for which electric service has been declared competitive and for which any phase-out period has expired. The Competitively Declared Customer Group applies to a retail customer determined to have electric power and energy requirements of at least 100 kW, as determined by the Company. A retail customer is determined to have electric power and energy requirements of at least 100 kW if (a) for any such retail customer that had been taking service from the Company during the preceding January through December monthly billing periods, such retail customer established a thirty (30) minute demand for electricity of at least 100 kW in at least two (2) monthly billing periods during such preceding monthly billing periods; or (b) in the Company's reasonable judgment there exists comparable usage information or a sufficient basis to determine that such retail customer has electric power and energy requirements of at least 100 kW; or (c) (i) such retail customer had previously been determined to have electric power and energy requirements of at least 100 kW pursuant to either of the aforementioned items (a) or (b), and (ii) such retail customer established a thirty (30) minute demand for electricity of at least 100 kW at least one (1) time during such preceding monthly billing periods. In 2007, for a retail customer for which the Company has been providing electric service, the Company determines the electric power and energy requirements of such retail customer as of (1) August 28, 2007, for any such retail customer with electric power and energy requirements of at least 400 kW, or (2) November 11, 2007, for any other such retail customer. Thereafter, beginning in 2009, for a retail customer for which the Company has been providing electric service, the Company determines the electric power and energy requirements of such retail customer on or before March 15 each year. For an applicant or a successor retail customer at a premises, such determination is made prior to the date that electric service begins to be provided to such applicant or successor retail customer. In accordance with Section 16-103.1 of the Act, in determining if a retail customer has electric power and energy requirements of at least 100 kW, the Company does not consider a retail customer that is a unit owners' association, as defined in Section 2 of the Condominium Property Act. In addition, in determining if a retail customer has electric power and energy requirements of at least 100 kW, the Company does not consider a retail customer for which the residential customer group is applicable. For a retail customer with electric power and energy requirements of at least 400 kW, the aforementioned phase-out period is expired. Otherwise, the aforementioned phase-out period extends only through the May 2010 monthly billing period and only if the retail customer has been taking bundled electric service from the Company continuously since prior to November 11, 2007, under a tariff that does not have provisions for hourly pricing.

For a retail customer (a) that has been taking bundled electric service from the Company continuously under a tariff that does not have provisions for hourly pricing since prior to the date that such retail customer is determined to have electric power and energy requirements of at least 100 kW; (b) for which any applicable phase-out period has expired or is due to expire at the end of the May monthly billing period following such determination for such retail customer; and (c) that continues to take service under such tariff through such May monthly billing period, the Competitively Declared Customer Group applies to such retail customer immediately following such May monthly billing period. Otherwise, the Competitively Declared Customer Group applies to such retail customer immediately after such retail customer is determined to have electric power and energy requirements of at least 100 kW.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 140)

RETAIL CUSTOMER CATEGORIZATIONS (CONTINUED)

SUPPLY GROUPS (CONTINUED).

Dusk to Dawn Lighting Customer Group

Dusk to Dawn Lighting Customer Group means the customer supply group applicable to (a) any retail customer in the lighting sector and using electric service for a street lighting system that operates on a dusk to dawn basis, or (b) the portion of electric service provided to a retail customer in the residential sector or nonresidential sector, located outside the City of Chicago, and using such portion for private, outdoor, fixture-included, dusk to dawn lighting purposes, provided that the Competitively Declared Customer Group is not applicable to the retail customer described in item (a) or (b).

General Lighting Customer Group

General Lighting Customer Group means the customer supply group applicable to any retail customer (a) in the lighting sector, (b) using electric service for a lighting system other than a lighting system that operates on a dusk to dawn basis, and (c) to which the Competitively Declared Customer Group is not applicable.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 141)

RETAIL CUSTOMER CATEGORIZATIONS (CONTINUED)

GENERAL ACCOUNT AGENT.

A General Account Agent (GAA) is an individual or entity (a) designated by a retail customer to act on behalf of such retail customer in arranging and managing tariffed services provided by the Company in regard to one or more designated retail customer account(s), and (b) acting in accordance with this General Account Agent section. Notwithstanding the foregoing, an individual that is acting without compensation as an agent for a residential retail customer and that is not providing electric power and energy supply service or other electric service to such residential retail customer is not required to be a GAA.

Moreover, a RES taking service under Rate RESS – Retail Electric Supplier Service (Rate RESS), is not required to be a GAA in order to provide electric power and energy supply service to a retail customer taking service under Rate RDS, or to act as an agent with respect to transmission services and ancillary transmission services provided under applicable tariffs on file with the FERC. However, the retail customer must designate the RES as a GAA if the RES arranges or manages other tariffed services provided by the Company in regard to one or more designated retail customer account(s). Other than as provided in this paragraph, the Company is not required to recognize any agent appointed by a retail customer. Notwithstanding the foregoing sentence, for a situation in which an agent had been designated prior to May 1, 2002, by a retail customer to act on behalf of such retail customer in arranging and managing tariffed services provided by the Company in regard to one or more designated retail customer account(s), and the Company was advised of such designation prior to such date and has not been advised that such agency relationship has been terminated, such agent is not required to be a GAA in order to continue to serve as the agent of such retail customer in relation to such designated retail customer account(s).

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 142)

RETAIL CUSTOMER CATEGORIZATIONS (CONTINUED)

GENERAL ACCOUNT AGENT (CONTINUED).

Designation of a GAA

The Company accepts a retail customer's designation of a GAA only if the retail customer submits to the Company a completed and executed Designation of General Account Agent (Designation) in the form available from the Company, and not as part of any other document. The Designation form may not be amended, modified, or altered, and the Company is not required to accept a Designation that is amended, modified, or altered. A GAA is an agent of the retail customer, not of the Company.

A valid Designation remains effective unless and until the retail customer provides the Company a written termination, the retail customer submits a new valid Designation, the GAA submits to the Company a written resignation, or the Designation is terminated by operation of law. The Designation also terminates if the retail customer takes service under tariffs or other programs that consolidate or combine services in a manner inconsistent with the terms of this General Account Agent section.

Nature and Authority of a GAA

A GAA has authority to act on behalf of the retail customer in arranging and managing tariffed services provided by the Company with respect to the retail customer account(s) identified in the Designation, except that a GAA does not have authority to request that the Company release the retail customer's prior credit history or to request that the Company terminate electric service to the retail customer. The Company treats all representations and requests made by a GAA as being made by the retail customer, and relies and acts on such representations and requests without further authorization of the retail customer. The Company is not liable or responsible for any action or omission taken by the Company in reliance upon any representation or request made by a GAA. The retail customer must indemnify and hold the Company harmless against any claim arising out of any action or omission that the Company takes in reliance upon any representation or request made by a GAA. The Company is not liable or responsible for any failure of a GAA to adequately represent the retail customer's interests.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 143)

RETAIL CUSTOMER CATEGORIZATIONS (CONTINUED)

GENERAL ACCOUNT AGENT (CONTINUED).

Nature and Authority of a GAA (Continued)

The Company is not a party to any agreement(s) between the retail customer and the GAA and is not bound by any term, condition, or provision of such agreement(s). A retail customer's designation of a GAA does not amend, modify, or alter the Company's tariffs or any contracts between the Company and the retail customer. A GAA has 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. The designation of a GAA does not affect the retail customer's responsibilities to timely pay the Company all amounts due and perform and satisfy all other obligations applicable to the retail customer. The retail customer remains responsible to timely pay the Company for all balances due for services provided by the Company and all other balances owed the Company, even if the GAA fails to remit to the Company amounts paid by the retail customer to the GAA for remittance to the Company. The designation of a GAA does not give the retail customer or the GAA any additional rights beyond those the retail customer otherwise has under the Company's tariffs and any agreements between the Company and the retail customer. The Company is not required to perform services for a GAA, as agent of the retail customer, that the Company does not perform for the retail customer.

Provisions Related to Service Under Special or Consolidated Tariffs

A retail customer that (a) has designated a GAA, and (b) is taking service under tariffs or other programs that consolidate or combine services provided to more than one retail customer or account and that involve a consolidated bill or a single point of contact, must designate the same GAA for all retail customers or accounts that are billed through the same consolidated bill or that have the same single point of contact.

Communication

The Company may communicate with the GAA on all matters about which the Company is otherwise required to communicate with the retail customer under the Company's tariffs and any agreements between the Company and the retail customer. The provisions of the previous sentence do not affect the Company's right to communicate directly with the retail customer on matters including, but not limited to, notices, safety, electric energy contingency, system reliability, planned outages, curtailments, interruptions, tree trimming, switch confirmation, power purchase option termination or renewal notices, credit, disconnection, and resumption of service.

RESALE OR REDISTRIBUTION.

The resale or redistribution of electric power and energy is prohibited. It is necessary that each retail customer located in the Company's service territory is provided with separate meter-related facilities and designated as a separate retail customer.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 144)

RETAIL CUSTOMER CATEGORIZATIONS (CONTINUED)

RESALE OR REDISTRIBUTION (CONTINUED).

The resale or redistribution of electric power and energy by a retail customer, which is organized on a cooperative or a similar basis, to its members or participants is resale or redistribution of electric power and energy and is prohibited.

A RES taking service under Rate RESS and providing electric power and energy supply service to retail customers taking service under Rate RDS is not engaged in the resale or redistribution of electric power and energy.

A retail customer is not engaged in the resale or redistribution of electric power and energy if such retail customer is furnishing electric power and energy to:

- a. units within a multiple-unit building normally considered to be a temporary domicile, such as a motel, dormitory, health care facility, or nursing home;
- b. residential units within a building that do not have kitchen and bathroom facilities separate from common use facilities;
- c. a portion of a building for which separate metering is impractical, such as a concession stand in a lobby or individual offices that share office service areas;
- d. a building in which such electric power and energy is used for electric lighting, provided such lighting also provides space heating for such building and has been used to provide space heating for such building continuously since prior to October 14, 1977;
- e. units within a multiple-unit building that is designated as a congregate, assisted-living care facility for elderly or handicapped persons;
- f. a building or portion of a building located at the retail customer's premises, the occupants of which are primarily engaged in the business of supplying goods or services to such retail customer or its students or employees; or
- g. a building or portion of a building that houses a corporate affiliate of the retail customer. Corporate affiliate means (a) a corporation that owns stock of the retail customer and has a majority of the voting power in such retail customer; (b) a corporation in which the retail customer owns stock and has a majority of the voting power in such corporation; or (c) a corporation for which stock having a majority of the voting power in such corporation is owned by a person or persons owning stock which has a majority of the voting power in the retail customer, provided that, in the case of such ownership by more than one person, the minimum interests of such persons in both such corporation and such retail customer aggregate more than fifty percent (50%), the minimum interest of each such person being defined as the lower of (1) the percentage of the voting power represented by such person's stock in such corporation, and (2) the percentage of the voting power represented by such person's stock in such retail customer.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 145)

NATURE OF SERVICE

The Company provides electric service to retail customers. There are three types of electric service that the Company provides. These three types are described in this Nature of Service part and include (a) bundled electric service, (b) delivery service, and (c) delivery service with unbundled electric supply.

The Company is not responsible for damages for any failure to provide electric service, or for interruption to one or more phases, or reversal of such service, if such failure, interruption, or reversal is without willful default or negligence on the Company's part. Nor is the Company responsible for interruptions, by under frequency relays or otherwise, required to preserve the integrity of the electric delivery system in the Company's service territory or the regional interconnected electric systems.

BUNDLED ELECTRIC SERVICE.

Bundled electric service is the provision to retail customers of electric power and energy by the Company in accordance with the terms of this Bundled Electric Service section. Such provision includes (1) procurement of all the component services the Company requires to meet retail customer instantaneous electric power and energy requirements at any given time under the Company's tariffs, applicable tariffs on file with the FERC, and other applicable law, including, without limitation, all required electric energy, energy to satisfy losses, electric generation capacity, volumetric risk management, transmission services, ancillary transmission services, renewable energy resources, administrative services, and other necessary services procured by the Company, (2) delivery of the electric power and energy via the Company's distribution facilities, including the provision of reactive power and voltage support using distribution facilities, at the rates and subject to the terms, conditions, and limitations provided for in the Company's tariffs on file with the ICC; and (3) the Company's standard metering and billing that are necessary to permit eligible retail customers to receive service as permitted by law and by tariffs approved by the ICC and the FERC. For a situation in which a retail customer is provided with electric service under a tariff for bundled electric service, no component of such bundled electric service may be provided to such retail customer by a third party, and components of bundled electric service are not available separately from the Company under such tariff. Bundled electric service is provided under Rate BES and Rate BESH - Basic Electric Service Hourly Pricing (Rate BESH). Specific applicability and limitation provisions are provided in each such tariff.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 146)

NATURE OF SERVICE (CONTINUED)

UNBUNDLED ELECTRIC SERVICE.

Delivery Service

Delivery service is the delivery of electric power and energy to retail customers by the Company in accordance with the terms of this Delivery Service subsection. Such delivery includes (1) the delivery of electric power and energy on the Company's distribution facilities, including the provision of reactive power and voltage support using distribution facilities, at the rates and subject to the terms, conditions, and limitations provided for in its tariffs on file with the ICC; (2) the delivery of electric power and energy on the transmission facilities located in the Company's service territory, at the same rates and subject to the same terms, conditions, and limitations specified in applicable tariffs on file with the FERC governing transactions over the transmission facilities located in the Company's service territory; (3) those other transmission, ancillary transmission, and/or related services that the FERC determines should be offered by the Company or other providers of transmission services on transmission facilities located in the Company's service territory, under applicable tariffs on file with the FERC governing the provision of such services, at the same rates and subject to the same terms, conditions, and limitations specified in such tariffs; and (4) the Company's standard metering and billing services that are necessary to permit eligible retail customers to receive service under Rate RDS as permitted by law and by tariffs approved by the ICC and by the FERC. All the foregoing constitute delivery service. Notwithstanding the foregoing, transmission, ancillary transmission, and/or related services may be provided by a provider, other than the Company, on transmission facilities located in the Company's service territory, in connection with a transaction under Rate RDS if: (a) applicable tariffs on file with the FERC governing the provision of such services on the transmission facilities located in the Company's service territory allow for or require the provision of such services by such other provider, and (b) those services are provided at the same rates, terms, and conditions as are provided in such tariffs.

In accordance with federal law and FERC determinations, the Company's obligation to provide or arrange for the provision of certain components of delivery service, which includes the procurement and arrangement for the procurement of federal-jurisdictional services for itself and its retail customers, is met through its membership in PJM. The delivery service components so provided are taken at the same rates and subject to the same terms, conditions, and limitations as are authorized by the FERC and the Company is not liable for the performance, representations, actions, or omissions of PJM.

In the event that the Company no longer owns transmission facilities or no longer is obligated by the FERC to provide transmission services or ancillary transmission services, then the Company's obligation to provide or arrange for the provision of such delivery service components terminates.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 147)

NATURE OF SERVICE (CONTINUED)

UNBUNDLED ELECTRIC SERVICE (CONTINUED).

Unbundled Supply Service

Unbundled electric supply service is the provision to retail customers of electric power and energy supply by the Company under Rider PPO - Power Purchase Option (Rider PPO). Such provision includes the procurement of all the component services the Company requires to meet retail customer instantaneous electric power and energy requirements at any given time under the Company's tariffs, applicable tariffs on file with the FERC, and other applicable law, including, without limitation, all required electric energy, energy to satisfy losses, electric generation capacity, volumetric risk management, transmission services, ancillary transmission services, renewable energy resources, administrative services, and other necessary services procured by the Company in order to provide electric power and energy to retail customers served under Rider PPO. Specific applicability and limitation provisions are provided in Rider PPO.

EXCLUSIVE ELECTRIC SERVICE.

For a situation in which the Company provides electric supply to a retail customer under the provisions of Rate BES, no other electric power and energy supply is allowed to be used by such retail customer in conjunction with such electric supply provided by the Company, either by means of a switch or any other connection, except in cases in which the retail customer has electric generating equipment that either (a) has a capacity that does not exceed one hundred (100) kW, or (b) is utilized only in the event of interruption in the Company's electric service.

ELECTRICAL CHARACTERISTICS.

The Company provides alternating current (AC) electric service with a nominal frequency of sixty (60) hertz (cycles per second).

However, in certain individual situations, certain retail customers in the central part of the City of Chicago are provided with direct current (DC) electric service. Such retail customers are provided with electric service through rectifiers that convert AC to DC. Such retail customers have been provided with DC electric service since the early years of the twentieth century. Beginning in the 1930's, the Company has been working toward the retirement of DC electric service. The Company does not serve new or increased electric power and energy requirements of any retail customer with DC electric service. For a situation in which DC electric service is retired at a retail customer's premises, the Company removes its rectifier and associated AC to DC conversion equipment that had been used to provide electric service to such premises. Eventually, all such rectifiers and associated AC to DC conversion equipment will be so removed, and all retail customers will be provided with AC electric service.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 148)

SERVICE APPLICATION, COMMENCEMENT, AND CONTINUATION

The Company begins to provide and continues to provide electric service to a retail customer only if all applicable requirements in these General Terms and Conditions are met and maintained, and only if all applicable prerequisites for service and continuing obligations in the tariff applicable to such retail customer are met and maintained.

A retail customer or applicant for electric service, including a developer of retail customer premises, as applicable, is able to contact the Company at any Company business office by telephone, by mail, by electronic mail, or in person regarding the provision of electric service at a premises. In making such contact, the Company must be provided with the street address, or other means of locating such premises and detailed information regarding the reason for the contact.

AVAILABILITY OF DISTRIBUTION SYSTEM FACILITIES.

The Company has representatives that can meet with the retail customer or applicant and discuss issues that arise concerning the provision of electric service at the premises. It is recommended that the retail customer or applicant consult with such representatives well in advance of an anticipated service commencement date or change in electric service requirements. It is the retail customer's or applicant's responsibility to secure information from the Company pertaining to the distribution system facilities available at the premises, and it is the retail customer's or applicant's responsibility to obtain such information in a timely manner prior to the purchase or lease of equipment or the completion of design plans that pertain to the provision of electric service.

For a situation in which an extension or alteration of the Company's distribution system is necessary in the provision of electric service to the retail customer or applicant, such retail customer or applicant is responsible for making the necessary arrangements with the Company for such extension or alteration before proceeding with the design of the electrical facilities at the premises.

EASEMENTS.

The retail customer or applicant must provide the Company with such permits, easements, or other rights as the Company reasonably deems necessary for the ownership, installation, operation, replacement, and maintenance of the Company's distribution facilities located or to be located at the premises for the provision of electric service. A lighting retail customer operating a public lighting system must provide such permits, easements, or other rights for the connection between the Company's distribution facilities and such lighting locations.

PERMITS, INSPECTIONS, AND APPROVALS.

Inspection of the retail customer's or applicant's electrical facilities for compliance with electric, safety, and local codes is in the province of governmental authorities. The retail customer or applicant is responsible for obtaining all permits, inspections, and approvals required by governmental authorities. For premises at which governmental approval is required prior to commencement of electric service, the Company does not provide electric service until the retail customer or applicant obtains such approval. Any costs or fees incurred in obtaining permits, inspections, or approvals are the retail customer's or applicant's responsibility, and the retail customer or applicant must secure, without cost to the Company, all necessary governmental permits for the installation and operation of electrical facilities at the premises.

(Continued on Sheet No. 150)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 149)

SERVICE APPLICATION, COMMENCEMENT, AND CONTINUATION (CONTINUED)

PERMITS, INSPECTIONS, AND APPROVALS (CONTINUED).

It is the retail customer's or applicant's responsibility to ensure that its electrical facilities meet all applicable state and local regulations, as well as the standards of the National Fire Protection Association contained in the National Electrical Code. For a situation in which a code or regulation applicable to the retail customer's or applicant's facilities is or becomes more stringent than requirements described in these General Terms and Conditions, the more stringent rules apply.

All electrical facilities, wiring, and associated equipment furnished by the retail customer or applicant at the premises, or connecting to the Company's electric distribution facilities, must be suitable for such purposes, and must be furnished, installed, operated, and maintained by the retail customer or applicant at all times in compliance with the requirements of the National Fire Protection Association, applicable governmental authorities and local codes, applicable electric and safety codes, these General Terms and Conditions, and any other applicable Company specifications. However, examination of such facilities, wiring and equipment by the Company is not evidence of compliance with any applicable codes, and the Company assumes no obligation to inspect such facilities, wiring, and equipment to ensure such compliance.

For a situation in which the retail customer or applicant is not the owner of the premises or of any intervening property between such premises and the Company's distribution system facilities, the retail customer or applicant is responsible for obtaining and maintaining from the intervening property owner(s) necessary consent for the installation, operation and maintenance on such premises and on such intervening property of all electrical facilities, wiring, and associated equipment required for the provision of electric service to the retail customer or applicant. For a situation in which the Company must cross adjacent property with electric service conductors in order to provide electric service to the retail customer or applicant, such retail customer or applicant is responsible for securing and maintaining the consent of the owner(s) of the adjacent property. If consent of the intervening property owner is lost and, as a result, relocation of Company facilities becomes necessary, such relocation is provided to the retail customer or applicant in accordance with the provisions for providing nonstandard services and facilities.

CONTRACTUAL REQUIREMENTS.

In certain situations and in accordance with the provisions of certain tariffs included in the Company's Schedule of Rates, the retail customer or applicant is required to enter into an agreement or contract with the Company in order to obtain, modify, or maintain the provision of electric service at the premises.

The benefits and obligations of a contract for service are inuring and binding upon the successors and assigns of the original parties thereto, respectively, for the full term thereof, provided that no assignment is made by such retail customer, applicant, RES, or MSP, as applicable, without first obtaining the Company's written consent, and provided further that the successor executes and delivers to the Company an agreement assuming to be bound by the original contract.

(Continued on Sheet No. 151)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 150)

SERVICE APPLICATION, COMMENCEMENT, AND CONTINUATION (CONTINUED)

TARIFF SELECTION.

For a situation in which there is or becomes a choice of tariffs under which electric service can be provided by the Company, the retail customer or applicant is responsible for tariff selection. The Company does not guarantee that the tariff or combination of tariffs selected by the retail customer or applicant is or will remain more or less advantageous than any other possible tariff combination, nor is the Company responsible for notifying the retail customer or applicant of the most advantageous tariff or combination of tariffs. For a situation in which a retail customer or applicant is or becomes eligible for electric service under more than one tariff, no refunds are made for differences in the charges under such different tariffs.

For a situation in which a retail customer or applicant does not select service under a tariff that is available to such retail customer or such election is not made in accordance with the provisions of such tariff, the retail customer or applicant is assigned to a tariff that is otherwise applicable to such retail customer or applicant.

For a situation in which a retail customer's or applicant's electric power and energy requirements or characteristics change in a manner that different tariffs become available to such retail customer or applicant and such retail customer or applicant does not select service under such different tariff(s) in accordance with the provisions of such tariff(s), the retail customer or applicant is assigned to a tariff that is otherwise applicable to such retail customer or applicant.

For a situation in which a retail customer elects to switch from one tariff to another, commencement of service under the newly elected tariff begins only after such retail customer fulfills its obligations with respect to the tariff under which it has heretofore been served.

The Company reserves the right to change the tariff or combination of tariffs under which it provides electric service to a retail customer for a situation in which the Company determines that such retail customer is taking service under a tariff or combination tariffs for which such retail customer is not eligible. The retail customer must thereupon comply with the requirements of the tariff or combination of tariffs to which it is switched.

CREDIT AND IDENTIFICATION REQUIREMENTS.

The Company has the right, in accordance with the provisions of 83 Illinois Administrative Code, as in effect from time to time, to require the retail customer or applicant to pay a deposit to establish or maintain credit.

The Company has the right to obtain information from the retail customer or applicant to determine such retail customer's or applicant's identity. If the retail customer or applicant refuses to provide information sufficient to determine its identity, the Company may refuse to provide electric service to the premises.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 151)

SERVICE APPLICATION, COMMENCEMENT, AND CONTINUATION (CONTINUED)

ACCESS TO PREMISES.

The retail customer or applicant must provide properly authorized agents of the Company and Company trucks and equipment, as applicable, free access to the premises at all reasonable hours, and at any time in an emergency, for the purposes of (a) furnishing, installing, operating, replacing, maintaining, and removing the Company's distribution or meter-related facilities; (b) testing, inspecting, examining and reading electric meters and meter-related facilities; (c) connecting other retail customers to the Company's distribution system, or (d) performing vegetation management.

In accordance with the provisions of the National Electrical Safety Code, the Company has the right to trim, remove, or separate trees, vegetation, or any structures therein, which in the judgment of the Company, interfere with the electric delivery system located in the Company's service territory in a manner that may pose a threat to public safety or system reliability.

Following the installation, alteration, or acquisition of Company facilities at a premises, the retail customer or applicant must provide the Company ready and continued access to such facilities without impediments from overbuilding, change in established grade or other obstructions to the operation, testing, inspection, maintenance and replacement of such facilities. It is the retail customer's or applicant's responsibility to obtain information from the Company regarding permitted clearances around distribution and related facilities.

For a situation in which the Company schedules work outside the distribution system easement at a retail customer's premises, the Company contacts such retail customer prior to the start of such work. For a situation in which there is an emergency with respect to safety or restoration of electric service, the Company attempts such contact prior to the start of such work, but proceeds with the work if such contact cannot be made in a timely fashion.

RETAIL CUSTOMER'S UTILIZATION EQUIPMENT.

It is the retail customer's responsibility to obtain information regarding permitted starting currents and other current fluctuations for its electrical equipment. The currents permitted depend upon the frequency of operation, the size and character of the retail customer's electric power and energy requirements, and the Company's distribution facilities in the area in which the retail customer's premises is located. Notwithstanding the previous provisions of this paragraph, a retail customer with a motor larger than twenty (20) horsepower must consult with the Company to obtain the allowable starting/inrush current for such motor.

The retail customer is responsible for protecting its electrical equipment from unavoidable voltage fluctuations, surges and sags, and service interruptions to one or more phases that may occur in the provision of electric service.

(Continued on Sheet No. 153)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 152)

SERVICE APPLICATION, COMMENCEMENT, AND CONTINUATION (CONTINUED)

RETAIL CUSTOMER'S UTILIZATION EQUIPMENT (CONTINUED).

In order for the Company to avoid unnecessary delays in providing adequate and uniform electric service to its retail customers, the retail customer must provide the Company with information regarding any electrical equipment that it is intending to use that might cause interference in electric service furnished to other retail customers or damage to Company facilities.

For a situation in which a retail customer's electrical equipment has characteristics that cause interference to the electric service provided by the Company to other retail customers or damage to Company facilities, such retail customer must make changes in such equipment or provide and maintain any necessary additional equipment to prevent or eliminate such interference or damage. If the retail customer does not make such changes or provide such additional equipment, the Company, at its sole discretion, furnishes, installs, owns, operates, replaces, and maintains suitable facilities to eliminate such interference or damage in accordance with the provisions for providing nonstandard services and facilities.

For a situation in which a retail customer's electrical equipment has characteristics that produce low power factor, the Company has the right to require the retail customer to correct its low power factor to a value not less than eighty-five per cent (85%) lagging at the time the retail customer establishes its thirty (30) minute maximum demand, as measured at the metering installation provided for the retail customer. In such situation, either (a) the retail customer must furnish, install, and maintain the necessary equipment to correct its power factor in accordance with Company specifications, or (b) the Company, at its sole discretion, furnishes the necessary facilities in accordance with the provisions for providing nonstandard services and facilities.

For a situation in which a retail customer installs capacitors on such retail customer's side of Company transformers for power factor improvement, the retail customer must furnish a means of automatically disconnecting any or all capacitors when the equipment causing the low power factor is not operating. However, in the event that it is not practical for the retail customer to comply with the provisions of the previous sentence, the Company furnishes any necessary additional transformer capacity and capacitors with such automatic disconnecting means in accordance with the provisions for providing nonstandard services and facilities. Notwithstanding the previous provisions of this paragraph, for a situation in which the retail customer owns the primary service connection, such retail customer is allowed to install any necessary capacitors and automatic disconnecting means on such primary service connection. In such case, the Company furnishes any necessary additional transformer capacity in accordance with the provisions for providing nonstandard services and facilities.

(Continued on Sheet No. 154)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 153)

SERVICE APPLICATION, COMMENCEMENT, AND CONTINUATION (CONTINUED)

RETAIL CUSTOMER'S UTILIZATION EQUIPMENT (CONTINUED).

For a situation in which a retail customer has high frequency equipment, including but not limited to, electronic heating equipment, spark discharge devices, and radio transmitting equipment, such equipment must be designed and operated so as not to create higher frequencies on, or other disturbances to, the Company's sixty (60) hertz distribution system which might interfere with the proper operation of communication or remote control systems, computers, electronic production equipment, radios, or other equipment of other retail customers or the Company.

The Company must be consulted regarding electric service requirements for arc furnaces.

Transformer type welders cannot be operated from a service voltage less than 208 volts.

The Company reserves the right to examine and test the retail customer's electrical equipment that is connected to the Company's distribution facilities and to require that such equipment are provided with nameplates showing the voltage, phase, full load amperes, maximum current, maximum kilovolt-amperes, and such other information as may be necessary to determine the operating characteristics of such equipment.

(Continued on Sheet No. 155)

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Post Office Box 805379
Chicago, Illinois 60680-5379

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 154)

DISTRIBUTION FACILITIES

The Company furnishes, installs, operates, replaces, and maintains its distribution facilities in compliance with Section 8-401 of the Act. In accordance with the Act, the Company's distribution facilities are furnished, installed, operated, replaced, and maintained to be adequate, efficient, reliable, environmentally safe, and economical. The provisions of this paragraph apply to distribution facilities the Company provides to serve individual retail customers on such retail customers' premises and to facilities located in easements and rights of way.

For purposes of brevity, retail customer, as used in this Distribution Facilities part, refers to a retail customer or applicant, as appropriate.

All distribution facilities provided by the Company for the purpose of providing electric service to a retail customer, unless otherwise expressly provided, are the property of the Company, and such retail customer must exercise reasonable care to protect such property from loss or damage.

For a situation in which the Company's property is damaged, the entity responsible for such damage is assessed for the fully allocated cost to repair or replace such property.

A standard distribution facilities installation provided by the Company for a retail customer includes distribution facilities adequate to provide, at a single delivery point, the electric power and energy required by such retail customer. However, in certain individual situations, more than one delivery point is provided in a standard distribution facilities installation if the Company determines that the provision of such multiple delivery points is more economical, efficient, or reliable than an installation with a single delivery point. In certain other individual situations involving buildings with multiple occupants, only one delivery point is provided in a standard distribution facilities installation if the Company determines that the provision of such single delivery point is more economical, efficient, or reliable than an installation with a delivery point for each occupant. The electric power and energy requirements of a retail customer equal the highest MKD established by such retail customer during the twelve (12) preceding monthly billing periods at a power factor of not less than eighty-five percent (85%) lagging. For a retail customer for which historical electric usage data is not available, the electric power and energy requirements of such retail customer equal the highest MKD the Company expects to be established by such retail customer at a power factor of not less than 85% lagging, based upon the Company's determination made in accordance with information provided by such retail customer.

If other or additional distribution facilities are furnished by the Company for the Company's convenience, such facilities are deemed to be part of a standard distribution facilities installation.

For a situation in which no distribution system exists, or insufficient facilities exist to serve the retail customer's electric power and energy requirements, any required extension of the Company's distribution system to provide electric service is provided in accordance with these General Terms and Conditions, Rider DE - Distribution System Extensions (Rider DE), and other applicable tariffs included in the Company's Schedule of Rates.

(Continued on Sheet No. 156)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 155)

DISTRIBUTION FACILITIES (CONTINUED)

For a situation in which changes are required or requested by the retail customer or developer after initial engineering designs are complete for a project, such retail customer or developer is subject to the assessment of charges to allow the Company to recover the costs of additional engineering or construction activities required for the project.

If larger, more, or different distribution facilities than those considered to be standard, as described in this Distribution Facilities part, are in place, required or requested by a retail customer, and such facilities are reasonably and technically feasible, and can be furnished, installed, operated, replaced and maintained with no significant adverse impact on the Company's system with respect to reliability or efficiency, such services or facilities are furnished, installed, owned, operated, replaced and maintained by the Company, provided the Company is allowed to recover from the retail customer the costs of furnishing, installing, owning, operating, replacing, and maintaining such facilities. Such larger, more, or different facilities are considered to be nonstandard services and facilities and the Company provides such facilities in accordance with the provisions for providing nonstandard services and facilities.

For a situation in which overhead distribution facilities are used to provide electric service to a retail customer, and such retail customer requests replacement of such overhead facilities with underground facilities, the Company makes such replacement in accordance with the provisions for providing nonstandard services and facilities.

For a situation in which a retail customer anticipates the need for an alteration to or a change in the distribution facilities provided by the Company for such retail customer, it is the retail customer's responsibility to notify the Company as far in advance of the need for the change as possible so that arrangements can be made to facilitate any necessary changes to the Company's distribution facilities. Any relocation, removal, or alteration of distribution facilities provided by the Company, as required or requested by the retail customer, is provided in accordance with the provisions for providing nonstandard services and facilities. For a situation in which there is a change in the retail customer's operation, construction, or property, which in the judgment of the Company makes the relocation of the Company's distribution facilities necessary, the Company relocates such facilities in accordance with the provisions for providing nonstandard services and facilities.

For a situation in which the Company is required to undertake activities that include, but are not limited to, (a) crossing streets, alleys, parking areas, or other areas in a development with underground distribution facilities that cannot be trenched in the normal manner, or (b) meeting special local governmental requirements, such activities are provided in accordance with the provisions for providing nonstandard services and facilities.

For a situation in which an alteration to or a change in the distribution facilities provided by the Company for a retail customer are required as a result of circumstances beyond the Company's and the retail customer's control, such as public improvement projects, the Company, as a condition of providing electric service to such retail customer, requires that such alteration or change is provided in accordance with the same terms and conditions that would be applicable for the initial provision of electric service to such retail customer from the standpoint of the responsibilities of the Company and the retail customer.

(Continued on Sheet No. 157)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 156)

DISTRIBUTION FACILITIES (CONTINUED)

Before the Company begins operations to provide, alter, remove, or relocate distribution system facilities for the retail customer, the retail customer must comply with the following requirements, as applicable:

- a. provide permits, easements or other rights as the Company reasonably deems necessary to protect the Company's rights for the continued ownership, installation, operation, maintenance, and replacement of facilities provided by the Company;
- b. remove all obstructions from easements or rights-of-way, including but not limited to above- and below-grade rubble or tree stumps, in redeveloped and undeveloped areas;
- c. grade the easements or rights-of-way to a level that is no more than four (4) inches above or below final grade;
- d. install marker stakes for lot corners and grade purposes placed at intervals designated by the Company;
- e. make the easements and rights-of-way accessible to the Company's equipment; and
- f. provide a document specifying the final grade and drainage of the area for which the distribution facilities are to be installed in the case of a new development.

(Continued on Sheet No. 158)

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 157)

DISTRIBUTION FACILITIES (CONTINUED)

In addition, for a situation in which a developer requests underground distribution facilities to serve a group of four (4) or more retail customers located in a multiple unit residential project, a shopping center, or a similar development, the developer must provide the Company a plat of the area to be served showing locations of buildings, driveways, parking areas, approximate number of retail customers to be served in each building, and an estimate of the electric power and energy requirements of the retail customers expected to be served in the project. Based on this information, the Company designs an underground distribution system capable of providing electric service to the retail customers expected to be served in the project in a practical manner. The developer must furnish, install, own and maintain any manholes, duct, conduit, transformer pads, and transformer vault enclosures required for the underground distribution system. To the extent that the cost to provide the distribution system requested or required by such developer exceeds the cost of the distribution facilities that the Company would provide in a standard distribution facilities installation, such system is provided in accordance with the provisions for providing nonstandard services and facilities.

For a situation in which duct is requested or required in conjunction with the provision of distribution facilities for the retail customer, the Company provides such duct up to the retail customer's property line, or if a vaulted sidewalk exists and is accessible by the retail customer, to the street side of the curb wall. The retail customer is responsible for installing all ducts on such retail customer's premises and in the space under vaulted sidewalks, in accordance with Company specifications. The Company designates the point at the retail customer's property line or such curb wall at which the retail customer's duct couples with the Company's duct.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 158)

DISTRIBUTION FACILITIES (CONTINUED)

PRIMARY DISTRIBUTION SYSTEM.

The Company's primary distribution system utilizes electric facilities to distribute electricity at the following common nominal voltages: 4,000 volts, 12,000 volts, and/or 34,500 volts. However, in certain individual situations, the Company's primary distribution system utilizes electric facilities to distribute electricity at 69,000 volts, 138,000 volts, or 345,000 volts, if the Company determines that distribution at such nominal voltage is more economical, efficient, or reliable than distribution at a voltage listed in the first sentence of this paragraph. Not all primary distribution system nominal voltages are available in all areas of the Company's service territory.

The Company provides primary overhead conductors supported by poles and other associated equipment as standard primary distribution system facilities. However, in certain individual situations, the Company provides primary underground conductors in conduit or via direct burial and other associated equipment if the Company determines that such underground facilities are more economical, efficient, or reliable than overhead facilities. If a retail customer requests the provision of underground primary distribution facilities, such facilities are provided in accordance with the provisions for providing nonstandard services and facilities. Notwithstanding the provisions of the previous sentence, the Company is not required to provide underground primary distribution system facilities if the Company determines that it is not economical, reliable, or feasible to provide such facilities.

PRIMARY SERVICE CONNECTIONS.

The Company determines the point on its primary distribution system at which a primary service connection is attached.

Overhead Connections

An overhead primary service connection consists of those facilities, including conductors and required supports, that attach the Company's primary distribution system to the facilities used to transform electricity to the secondary service voltage. However, in certain individual situations, there is no transformation.

For a nonresidential retail customer, as applicable, up to two (2) poles and three (3) conductor spans, or their cost equivalent, are furnished, installed, owned, replaced and maintained by the Company as a standard primary service connection. The length of such conductor spans must not exceed lengths permitted by good engineering practice and Company specifications applicable to the voltage level of such connection.

For a residential retail customer, the Company furnishes, installs, owns, replaces and maintains a single conductor span and required supports extending from the Company's overhead primary distribution system to the first point of attachment on private property as a standard primary service connection. Such point is normally located on such residential retail customer's premises. The length of the conductor span making such connection must not exceed the length permitted by good engineering practice and Company specifications applicable to the voltage level of such connection. The maximum length of a standard primary service connection is 150 feet.

(Continued on Sheet No. 160)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 159)

DISTRIBUTION FACILITIES (CONTINUED)

PRIMARY SERVICE CONNECTIONS (CONTINUED).

Overhead Connections (Continued)

If the Company's overhead primary distribution system is across a street or highway from a residential retail customer's premises and an additional pole on such residential retail customer's side of the street or highway is required to assure proper clearances, such pole is furnished, installed, owned, replaced, and maintained by the Company in the provision of a standard primary service connection. However, in certain individual situations, an existing pole installed and owned by such residential retail customer is used to provide such clearances. If such pole subsequently requires replacement, such pole is replaced, owned and maintained by the Company via the installation of a pole on an available right-of-way, subject to approval by applicable governmental authorities.

For a situation in which the location of the facilities used to transform electricity to the secondary service voltage are located at a distance more than the distance of a standard primary service connection span at a residential retail customer's premises, such residential retail customer must furnish, install, own and maintain the remainder of the overhead primary service connection including the first support on private property.

It is the retail customer's responsibility to obtain information from the Company with respect to clearance requirements for primary service connections.

Underground Connections

An underground primary service connection consists of those facilities, including the underground conductors or cables, terminals, ducts, and other related distribution facilities that attach the Company's primary distribution system to the facilities used to transform electricity to the secondary service voltage. However, in certain individual situations, there is no transformation.

For a nonresidential retail customer located in an area with an existing underground distribution system, as applicable, underground facilities at a cost equivalent of up to two (2) poles and three (3) conductor spans are furnished, installed, owned, replaced and maintained by the Company as a standard primary service connection. Such connection is extended, as needed, onto the nonresidential retail customer's premises, including the cable and its direct burial, if practical, in the provision of a standard primary service connection, provided the cost of such primary service connection does not exceed the cost of a two (2) pole, three (3) span overhead primary service connection. For a situation in which direct burial of such primary service connection is not practical, such primary service connection is installed using duct, and the nonresidential retail customer furnishes, installs, owns, and maintains the duct in accordance with Company specifications.

For situations in existing low voltage underground network areas, the Company must be consulted about required primary service connection facilities and the availability of such facilities.

(Continued on Sheet No. 161)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 160)

DISTRIBUTION FACILITIES (CONTINUED)

PRIMARY SERVICE CONNECTIONS (CONTINUED).

Underground Connections (Continued)

For a situation in an area with an existing underground distribution system in which the primary service connection requires facilities in excess of what is provided in a standard primary service connection, and the nonresidential retail customer installs, owns and maintains duct in accordance with Company specifications from a point at the boundary of its premises designated by the Company to the facilities used to transform electricity to the secondary service voltage serving such nonresidential retail customer, at such nonresidential retail customer's request, the Company furnishes, installs, owns, operates, replaces, and maintains all other primary service connection facilities in accordance with the provisions for providing nonstandard services and facilities, if such installation is practical.

For a situation in an area with an existing underground distribution system in which the primary service connection requires facilities in excess of what is provided in a standard primary service connection, and the nonresidential retail customer requests direct burial of the cable for the portion of the primary service connection on such nonresidential retail customer's premises, the Company furnishes, installs, owns, operates, replaces and maintains such cable and trench in accordance with the provisions for providing nonstandard services and facilities, if such installation is practical.

For a situation in which the nonresidential retail customer is located in an area with an existing overhead primary distribution system, as applicable, underground facilities at a cost equivalent of up to two (2) poles and three (3) conductor spans are furnished, installed, owned, replaced and maintained by the Company as a standard primary service connection.

For a residential retail customer or a developer of a residential multiple occupancy building with fewer than four (4) individual residential occupancy units located in an area with an existing underground distribution system, the Company furnishes, installs, owns, replaces, and maintains an underground primary service connection from the Company's underground distribution system to the boundary of the premises in the provision of a standard primary service connection. Such primary service connection is extended, as needed, onto the premises, to the building wall closest to the Company's distribution system, including the cable and its direct burial, if practical and requested by the residential retail customer or the developer, in the provision of a standard primary service connection, provided the length of such primary service connection does not exceed 100 feet. Such 100 feet is measured from the point at which the cable crosses the lot line or easement. If additional facilities are required for such primary service connection, the Company provides such facilities in accordance with the provisions for providing nonstandard services and facilities.

(Continued on Sheet No. 162)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 161)

DISTRIBUTION FACILITIES (CONTINUED)

PRIMARY SERVICE CONNECTIONS (CONTINUED).

Underground Connections (Continued)

For a residential retail customer or a developer of a residential multiple occupancy building with fewer than four (4) individual residential occupancy units located in an area with an existing overhead distribution system, that requests cable and its direct burial for an underground primary service connection, and if such primary service connection is practical, the Company furnishes, installs, owns, and maintains such service connection from the Company's overhead distribution system to the boundary of the premises in the provision of a standard primary service connection. Such connection is extended, as needed, onto the premises to the building wall closest to the Company's distribution system, including the cable and its direct burial, if practical, in the provision of a standard primary service connection, provided the length of such primary service connection does not exceed 100 feet. Such 100 feet is measured from the point at which the cable crosses the lot line or easement. If additional facilities are required for such primary service connection, the Company provides such facilities in accordance with the provisions for providing nonstandard services and facilities. In addition, any necessary cable riser on a Company pole is provided in accordance with the provisions for providing nonstandard services and facilities.

For a situation in which a retail customer installs any portion of a primary service connection, such retail customer is responsible for obtaining detailed information regarding the installation of such primary service connection from the Company. Such portion must be installed in accordance with applicable electric, safety, and local codes and Company specifications, including but not limited to grade level and location, and must be suitable for connection to the portion of the primary service connection provided by the Company. Such portion must also include any associated equipment required in accordance with Company specifications. As practical, the Company installs standard terminal facilities with suitable protection equipment at the point at which the primary service connection attaches to the Company's distribution system. To the extent that the required terminal facilities exceed the cost of standard terminal facilities, such terminal facilities are provided by the Company in accordance with the provisions for providing nonstandard services and facilities.

Before work is started by a retail customer on the installation of any portion of a primary service connection, a plan showing the proposed installation must be submitted to the Company for approval as related to Company specifications. Such installation must be made in accordance with applicable electric, safety, and local codes and the plan approved by the Company, and such installation is subject to examination to the extent deemed necessary by the Company.

DISTRIBUTION FACILITIES ENTERING THE RETAIL CUSTOMER'S PREMISES.

The nominal voltage of electric conductors entering a retail customer's premises are determined by the Company on the basis of the retail customer's electric power and energy requirements and the Company's available distribution system facilities located in the area in which the retail customer's premises is located. The Company may require the retail customer to accept a change in the voltage of some or all of the electric conductors entering the retail customer's premises for a situation in which such a change is necessary (a) to prevent the retail customer from causing undue interference with electric service provided to other retail customers, and/or (b) to permit the Company to serve the retail customer more efficiently, reliably, or economically.

(Continued on Sheet No. 163)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 162)

DISTRIBUTION FACILITIES (CONTINUED)

TRANSFORMATION TO SECONDARY SERVICE VOLTAGE.

The voltage of the electricity distributed through the Company's primary distribution system is transformed to a nominal secondary service voltage before being used by the retail customer, and a single such transformation is provided by the Company in the provision of a standard transformation installation. However, in certain individual situations, more than one transformation is provided in a standard transformation installation if the Company determines that the provision of such multiple transformations is more economical, efficient, or reliable than an installation with a single transformation. In certain other individual situations involving buildings with multiple occupants, only one transformation is provided in a standard transformation installation if the Company determines that the provision of such single transformation is more economical, efficient, or reliable than a separate transformation installation for each occupant. In certain other individual situations, no such transformation is provided due to the nature of the retail customer's electric power and energy requirements. If a retail customer requests or requires the provision of other or additional transformation, such transformation facilities are provided by the Company in accordance with the provisions for providing nonstandard services and facilities.

Community Facilities

Standard transformation from a nominal primary distribution system voltage to a nominal secondary service voltage for more than one retail customer is provided by a community transformer installation. Community transformer installations are provided in areas with an overhead distribution system and in areas with an underground distribution system. Community transformer installations include installations on public property, rights-of-way, or easements acquired by the Company to serve more than one retail customer at the nominal secondary service voltage provided for the area.

For a situation in which a multiple occupancy building is provided with a 480 volt, three-phase nominal secondary service voltage, the retail customers that are occupants of such building may be provided with a lower nominal secondary service voltage through additional transformers provided for the entire building, located in such building. If the Company is requested to provide such additional transformers and related facilities, all such transformers and facilities are provided in accordance with the provisions for providing nonstandard services and facilities. In such case, the Company delivers such transformers and related facilities to the building, but installation and maintenance of such facilities is the responsibility of the entity responsible for the building.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 163)

DISTRIBUTION FACILITIES (CONTINUED)

TRANSFORMATION TO SECONDARY SERVICE VOLTAGE (CONTINUED).

Electric Service Station

For a situation in which the nominal secondary service voltage for a nonresidential retail customer is different from that available from existing community facilities or if the electric power and energy requirements of such nonresidential retail customer preclude the use of such community facilities, transformation is provided via an electric service station located on the nonresidential retail customer's premises. An electric service station includes the land, enclosures, foundations, structures, poles, vaults, transformer, and related facilities necessary to make such transformation. The Company furnishes, installs, operates, replaces and maintains a pole-mounted, ground-type, or vault-type transformer and related electrical equipment, as applicable and consistent with good engineering practice, for such nonresidential retail customer. The nonresidential retail customer must furnish, install, own, operate, replace, and maintain (a) an acceptable location on its premises for the electric service station, and as required, (b) the concrete foundations, fences, structures, fireproof enclosures, ventilation, lighting, barriers, locks, drainage facilities, sump pumps, and any other required facilities in accordance with applicable electric, safety, and local codes and Company specifications. In certain individual situations, a standard electric service station includes modification of the transformer secondary terminals necessary to connect the nonresidential retail customer's cables, secondary bus for a situation in which the Company deems it necessary, secondary cable connectors, and the attachment of the connectors to the nonresidential retail customer's cables and the transformer or secondary bus. In certain other situations, a standard electric service station includes facilities to accommodate primary meter-related facilities provided by the Company at the same location or within one span of such location. In certain other situations, electricity is distributed and metered at the nonresidential retail customer's premises at 2,160 volts or higher and the primary meter-related facilities constitute the electric service station.

All electric facilities located on the nonresidential retail customer's premises on such nonresidential retail customer's side of an electric service station, except Company-provided meter-related facilities, are furnished, installed, owned, operated, and maintained by the nonresidential retail customer. However, in certain individual situations, additional electric service stations are located on the nonresidential retail customer's side of an electric service station and the Company-provided facilities in such electric service stations are provided in accordance with the provisions for providing nonstandard services and facilities.

For a situation in which the nominal secondary service voltage from a vault-type electric service station does not exceed 480 volts, the nonresidential retail customer may elect to install bus bars. If the nonresidential retail customer makes such election, an insulated bus configuration furnished by the nonresidential retail customer must terminate either (a) twelve (12) inches inside the vault wall, or (b) within twelve (12) inches outside the vault wall, in accordance with Company specifications. In such situation, the Company installs, owns, operates, replaces, and maintains the facilities, including bus bars, necessary to connect the nonresidential retail customer's bus bars to the Company's transformer in accordance with the provisions for providing nonstandard services and facilities.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 164)

DISTRIBUTION FACILITIES (CONTINUED)

TRANSFORMATION TO SECONDARY SERVICE VOLTAGE (CONTINUED).

Electric Service Station (Continued)

For a situation in which the electric service station location is easily accessible to Company vehicles, transformers are transported to such location by the Company. For a situation in which such location is not easily accessible to Company vehicles, any additional moving necessary to place transformers in position for installation at the electric service station is the nonresidential retail customer's responsibility. If it is feasible and the nonresidential retail customer so requests, the Company performs such additional moving in accordance with the provisions for providing nonstandard services and facilities.

Customer Transformer Station

In lieu of having the Company provide the transformer and related electrical equipment at an electric service station as described in the Electric Service Station subsection of this Transformation to Secondary Service Voltage section, a nonresidential retail customer may elect to furnish, install, own, replace, and maintain the necessary transformer and related electrical equipment, in addition to all the facilities the nonresidential retail customer must provide for an electric service station to transform the nominal primary distribution system voltage to the nominal secondary service voltage utilized by such nonresidential retail customer. All such facilities provided by the nonresidential retail customer constitute a customer transformer station. A customer transformer station is required (1) if the nonresidential retail customer elects to own the transformers necessary to transform the nominal primary distribution system voltage to the nominal secondary service voltage, or (2) if transformers are connected to primary distribution system conductors extending beyond an electric service station at which primary meter-related facilities constitute the electric service station.

Upon request by a nonresidential retail customer with a customer transformer station, the Company provides, transports, and owns the transformer in a customer transformer station in accordance with the provisions for providing nonstandard services and facilities. However, the nonresidential retail customer must install and remove such transformer.

Residential Service Stations

For a situation in which the electric power and energy requirements of a residential retail customer preclude the use of community facilities, standard transformation is provided via a residential service station located on such residential retail customer's premises. A residential service station includes the land, enclosures, foundations, structures, poles, vaults, transformer, and related facilities necessary to make such transformation. The Company furnishes, installs, operates, replaces and maintains a pole-mounted, ground-type, or vault-type transformer and related electrical equipment, as applicable and consistent with good engineering practice, for such residential retail customer. The residential retail customer must furnish, install, own, operate, replace, and maintain (a) an acceptable location on its premises for the residential service station, and as required, (b) the concrete foundations, fences, structures, fireproof enclosures, ventilation, lighting, barriers, locks, drainage facilities, sump pumps, and any other required facilities in accordance with applicable electric, safety, and local codes and Company specifications.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 165)

DISTRIBUTION FACILITIES (CONTINUED)

TRANSFORMATION TO SECONDARY SERVICE VOLTAGE (CONTINUED).

Residential Service Stations (Continued)

For a situation in which the residential service station location is easily accessible to Company vehicles, transformers are transported to such location by the Company. For a situation in which such location is not easily accessible to Company vehicles, any additional moving necessary to place transformers in position for installation at the residential service station is the residential retail customer's responsibility. If it is feasible and the residential retail customer so requests, the Company performs such additional moving in accordance with the provisions for providing nonstandard services and facilities.

SECONDARY SERVICE VOLTAGE.

Not all types of nominal secondary service voltages are available at every retail customer premises. The nominal secondary service voltage provided in a standard distribution facilities installation at a premises is determined by (a) the voltage available at such premises, and (b) the retail customer's electric power and energy requirements. Secondary service voltages specified in this Secondary Service Voltage section are nominal, and variations in secondary service voltages from nominal values are within the limits specified in 83 Illinois Administrative Code. If a retail customer requests or requires a nominal secondary service voltage different from or in addition to that provided in a standard distribution facilities installation, such different or additional secondary service voltage is provided in accordance with the provisions of providing nonstandard services and facilities.

Residential Sector

One of the following nominal secondary service voltages is provided for a residential retail customer:

- a. 120/240 volt, three-wire, single-phase
- b. 120/208 volt, three-wire, single-phase (only available in certain individual situations in which the Company determines that such secondary service voltage is more economical, efficient, or feasible than the voltage listed in item (a))

However, in certain individual situations a three-phase nominal secondary service voltage is provided in a standard distribution facilities installation for a residential retail customer if the Company determines that such residential retail customer's electric power and energy requirements are such that a single-phase nominal secondary service voltage is not adequate to provide electric service to such residential retail customer.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 166)

DISTRIBUTION FACILITIES (CONTINUED)

SECONDARY SERVICE VOLTAGE (CONTINUED).

Lighting Sector

The following nominal secondary service voltage is provided for a lighting retail customer:

120 volt, two-wire, single-phase

For a situation in which a lighting retail customer has electric power and energy requirements that necessitate a nominal secondary service voltage other than the one described in this Lighting Sector subsection, such lighting retail customer must consult the Company for the availability of such nominal secondary service voltage. Any such nominal secondary service voltage is provided in accordance with the provisions for providing nonstandard services and facilities.

Nonresidential Sector

One of the following nominal secondary service voltages is provided for a nonresidential retail customer with electric power and energy requirements that do not exceed 600 kW in any half-hour period:

- a. 120 volt, two-wire, single-phase
- b. 120/240 volt, three-wire, single-phase
- c. 120/208 volt, three-wire, single-phase from a three-phase, four-wire wye secondary system
- d. 480 volt, two-wire, single-phase
- e. 120/208 volt, four-wire wye, three-phase (not available at premises with electric power and energy requirements that do not exceed 50 kW located outside of existing 120/208 volt network areas, except for certain individual situations in which the Company determines that such nominal secondary service voltage is more economical, efficient, or feasible)
- f. 120/240 volt, four-wire delta, three-phase
- g. 240 volt, three-wire, three-phase (only available in conjunction with a separate 120/240 volt, three-wire, single-phase service at certain premises in the City of Chicago)
- h. 277/480 volt, four-wire wye, three-phase (ordinarily not available at premises with electric power and energy requirements that (1) do not exceed 400 kW located in existing 120/208 volt network areas, or (2) do not exceed 50 kW in other areas, except for certain individual situations in which the Company determines that such nominal secondary service voltage is more economical, efficient, or feasible)
- i. 480 volt, three-wire wye or delta, three-phase
- j. 2,400 volt, three-phase, three-wire (available as a nominal secondary service voltage for only deep-well, submersible pumps)

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 167)

DISTRIBUTION FACILITIES (CONTINUED)

SECONDARY SERVICE VOLTAGE (CONTINUED).

Nonresidential Sector (Continued)

The following nominal secondary service voltage is provided for a nonresidential retail customer with electric power and energy requirements that exceed 600 kW but do not exceed 4,500 kW in any half-hour period:

277/480 volt or higher, three-phase

The following nominal secondary service voltage is provided for a nonresidential retail customer with electric power and energy requirements that exceed 4,500 kW in any half-hour period:

2160/3740 volts or higher, three-phase

For a situation in which a multiple occupancy building is provided with a 480 volt, three-phase nominal secondary service voltage, the retail customers that are occupants of such building may be provided with a lower nominal secondary service voltage.

The aforementioned nominal secondary service voltages described in this Nonresidential Sector subsection are provided from a grounded source. However, in certain individual situations an ungrounded 480 volt or higher nominal secondary service voltage is provided to a nonresidential retail customer if such nonresidential retail customer's electric facilities are equipped with ground detectors. If present, a neutral conductor is grounded by the Company. If, however, the nonresidential retail customer requests that the neutral conductor not be so grounded in order to allow the nonresidential retail customer to install impedance grounding facilities, the Company provides an isolated neutral if the Company deems such neutral to be practical and if such nonresidential retail customer provides an acceptable ground fault detection and switching equipment installation.

For a situation in which a nonresidential retail customer has electric power and energy requirements that necessitate a nominal secondary service voltage other than one described in this Nonresidential Sector subsection, such nonresidential retail customer must consult the Company for the availability of such nominal secondary service voltage. Any such nominal secondary service voltage is provided in accordance with the provisions for providing nonstandard services and facilities.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 168)

DISTRIBUTION FACILITIES (CONTINUED)

SECONDARY SERVICE VOLTAGE (CONTINUED).

Single-Phase

A single-phase, 120 volt, two-wire, nominal secondary service voltage is not permitted if the aggregate rating of the retail customer's permanently connected electrical equipment exceeds two (2) horsepower, two (2) kW, or two (2) kilovolt-amperes.

A single-phase, 120/208 volt, three-wire; 120/240 volt, three-wire; or higher nominal secondary service voltage, as available, is provided if the aggregate rating of the retail customer's permanently connected electrical equipment is single-phase and exceeds two (2) horsepower, two (2) kW, or two (2) kilovolt-amperes. The retail customer is responsible for ensuring that such equipment is balanced on the phase conductors as closely as practical.

Any piece of electrical equipment with a rated capacity in excess of two (2) kW or two (2) kVA must be operated at not less than 208 volts.

Three-Phase

A three-phase nominal secondary service voltage is provided to a retail customer in a standard distribution facilities installation for a situation in which such retail customer has only single-phase electrical equipment if the Company determines that the retail customer's total electric power and energy requirements warrant the provision of a three-phase nominal secondary service voltage. In such situation, the retail customer is responsible for ensuring that such equipment is balanced on the phase conductors as closely as practical.

A three-phase nominal secondary service voltage is provided to a retail customer in a standard distribution facilities installation for a situation in which such retail customer has (a) a single motor with a rated capacity in excess of five (5) horsepower, (b) three-phase electrical equipment with an aggregate of at least ten (10) kW, excluding lighting, domestic ranges, water heaters, welders, and motors smaller than one-half (0.5) horsepower, or (c) three-phase motors with an aggregate of at least five (5) horsepower, excluding any motor smaller than one-half (0.5) horsepower. However, in certain individual situations, a single-phase nominal secondary service voltage is provided to a retail customer, as described by item (a), if the retail customer's premises is located in an area with sufficient available distribution system capacity, as determined by the Company.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 169)

DISTRIBUTION FACILITIES (CONTINUED)

SECONDARY SERVICE VOLTAGE (CONTINUED).

Three-Phase (Continued)

For a retail customer described in either of the two (2) previous paragraphs and located in an area in which only single-phase distribution facilities are available at or near such retail customer's premises, the Company provides a suitable phase converter in lieu of providing an extension of three-phase distribution facilities located elsewhere, if the Company determines that such phase converter is adequate to provide electric service to such retail customer. If the retail customer requests the Company to provide an extension of three-phase distribution facilities located elsewhere, such extension is provided in accordance with the provisions of providing nonstandard services and facilities.

For a situation in which a three-phase nominal secondary service voltage is required or requested by the retail customer, but the retail customer's electric power and energy requirements are such that the Company determines a single-phase nominal secondary service voltage is standard for such retail customer, distribution facilities necessary to provide such three-phase nominal secondary service voltage are provided by the Company in accordance with the provisions for providing nonstandard services and facilities.

SECONDARY SERVICE CONNECTIONS.

An overhead secondary service connection includes the overhead electric conductors and associated supports between the (1) community facilities, (2) electric service station, (3) customer transformer station, or (4) residential service station, as applicable, and the retail customer's service entrance equipment.

An underground secondary service connection includes the underground conductors or cables and associated ducts and equipment between the (1) community facilities, (2) electric service station, (3) customer transformer station, or (4) residential service station, as applicable, and the retail customer's service entrance equipment.

The Company provides a secondary service connection as a part of a standard distribution facilities installation only for a situation in which such connection is between community facilities and the retail customer's service entrance equipment. A standard distribution facilities installation provided by the Company for a retail customer includes a single secondary service connection, and the Company makes the attachment of a secondary service connection to its distribution facilities in the provision of a standard secondary service connection. However, in certain individual situations, more than one secondary service connection is provided in a standard distribution facilities installation if the Company determines that the provision of such multiple secondary service connections is more economical, efficient, or reliable than an installation with a single secondary service connection. In certain other individual situations involving buildings with multiple occupants, only one secondary service connection is provided in a standard distribution facilities installation if the Company determines that the provision of such single secondary service connection is more economical, efficient, or reliable than an installation with a secondary service connection for each occupant. The Company provides any additional or larger secondary service connections required or requested by the retail customer, as required by applicable electric, safety, or local codes or other reasons, in accordance with the provisions for providing nonstandard services and facilities.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 170)

DISTRIBUTION FACILITIES (CONTINUED)

SECONDARY SERVICE CONNECTIONS (CONTINUED).

Overhead Connections

For a nonresidential retail customer, the Company furnishes, installs, owns, replaces and maintains a secondary service connection up to 135 feet as a standard secondary service connection. Such standard secondary connection is between a pole designated by the Company in its distribution system and a point of attachment on the retail customer's premises. The Company determines the actual length of such secondary service connection in accordance with the required conductor size and Company specifications, but the maximum length of a standard secondary service connection is 135 feet.

For a residential retail customer, the Company furnishes, installs, owns, replaces and maintains a secondary service connection up to 150 feet as a standard secondary service connection. Such connection is between a pole designated by the Company in its distribution system and a point of attachment on the retail customer's premises. The Company determines the actual length of such secondary service connection in accordance with the required conductor size and Company specifications, but maximum length of a standard secondary service connection is 150 feet.

If the Company's overhead distribution facilities are across a street or highway from a retail customer's premises and an additional pole on such retail customer's side of the street or highway is required to assure proper clearances for the secondary service connection, such pole is furnished, installed, owned, replaced, and maintained by the Company in the provision of a standard secondary service connection. For a situation in which an existing pole that had been installed by such retail customer to provide such clearances requires replacement, such pole is replaced, owned and maintained by the Company, via installation of a pole on an available right-of-way, subject to approval by applicable governmental authorities.

For a situation in which a secondary service connection does not exceed the maximum standard length, and only one intermediate support is required to assure proper clearances or for other reasons, the retail customer must furnish, install, own, and maintain such intermediate support. Such support must be located and installed by the retail customer in accordance with Company specifications.

For a situation in which a secondary service connection exceeds the maximum standard length and/or requires more than one intermediate support, the Company provides the portion of such secondary service connection that connects its distribution facilities to the first point of attachment on the retail customer's premises in the provision of a standard secondary connection. The remaining portion of the secondary service connection, including the first support on the retail customer's premises, must be furnished, installed, owned, and maintained by the retail customer, in accordance with Company specifications.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 171)

DISTRIBUTION FACILITIES (CONTINUED)

SECONDARY SERVICE CONNECTIONS (CONTINUED).

Overhead Connections (Continued)

A service attachment is a device used to secure an overhead secondary service connection to a building or other structural support on the retail customer's premises and consists of house knobs, fork bolts, or other equipment. The retail customer must furnish, install, and maintain the service attachment in accordance with Company specifications. The retail customer must consult the Company regarding the proper location for the service attachment. The service attachment is located at a point designated by the Company. The service attachment cannot be less than ten (10) feet or more than thirty (30) feet above the ground at graded level. The service attachment cannot be located on a protruding structure of the building, such as a parapet or chimney.

For a situation in which the retail customer's building to which the service attachment is connected is of insufficient height to provide required clearances, a riser or a roof bracket must be installed by such retail customer in accordance with Company specifications.

For a situation in which the service entrance equipment capacity exceeds 400 amperes, single-phase or 200 amperes, three-phase, the retail customer must furnish and install, in accordance with Company specifications, a steel anchorage plate and bolts or other acceptable anchorage if the building is of insufficient height.

A secondary service connection must comply with applicable clearance requirements in the National Electrical Safety Code, as adopted under 83 Illinois Administrative Code, and applicable governmental and local codes and electric and safety codes. The retail customer must obtain information from the Company with respect to the designated pole and the location on such pole at which the secondary service connection is attached to the Company's distribution facilities in order to ensure proper clearances are maintained.

The retail customer must locate the service head and service attachment so that (a) the wires adequately clear downspouts, gutters and other building appurtenances, (b) the wires are out of reach from windows, porches, or any other part of a building ordinarily accessible to people, and (c) the possibility of ice formation on the wires is minimized.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 172)

DISTRIBUTION FACILITIES (CONTINUED)

SECONDARY SERVICE CONNECTIONS (CONTINUED).

Overhead Connections (Continued)

For a situation in which the Company's pole to which the secondary service connection is attached is so close to the retail customer's building that it is impractical to install a secondary service connection in the usual manner, the retail customer must install a service head adjacent to the pole at a point on the building designated by the Company, and the Company makes the connection. No service attachment is required in this situation.

For a situation in which the retail customer undertakes any action to install or modify any equipment or structure such that clearances for Company distribution facilities are reduced to the point of noncompliance with any applicable code, such retail customer is responsible for notifying the Company prior to undertaking such action. If as a result of such action, the Company is required to modify or relocate its distribution facilities, such modification or relocation is provided in accordance with the provisions for providing nonstandard services and facilities.

In certain individual situations in which the retail customer provides a recessed service head, the Company furnishes and attaches lugs to the secondary service connection conductors and the retail customer attaches the lugs to the bus inside the retail customer's building.

Under previously applicable rules of service, certain residential retail customers have been provided with secondary service connections owned by the Company that include Company poles on private property. The Company continues to own and maintain such secondary service connections required to provide electric service to these certain residential retail customers. Notwithstanding the previous provisions of this paragraph, for a situation in which any such residential retail customer so requests, the Company transfers the portion of such secondary service connection in excess of that constituting a standard secondary service connection to the residential retail customer in good and serviceable condition. If the residential retail customer requests the secondary service connection to be relocated, the Company performs such relocation in accordance with the provisions for providing nonstandard services and facilities. If the residential retail customer requests or requires an increase in the capacity of the secondary service connection, including but not limited to providing an additional phase or phases, the Company makes the necessary changes to the secondary service connection facilities in accordance with the provisions for providing nonstandard services and facilities for all facilities provided in excess of a standard secondary service connection to serve such residential retail customer's electric power and energy requirements.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 173)

DISTRIBUTION FACILITIES (CONTINUED)

SECONDARY SERVICE CONNECTIONS (CONTINUED).

Underground Connections

For a nonresidential retail customer located in an area with an existing underground distribution system, the Company furnishes, installs, owns, and maintains an underground secondary service connection from the Company's underground distribution system to the boundary of the nonresidential retail customer's premises or street side of the curb wall, as applicable, in the provision of a standard secondary service connection.

For a nonresidential retail customer located in an area with an existing underground distribution system for which the secondary service connection terminates at a point on its premises other than at the boundary, the nonresidential retail customer must install duct, sized in accordance with applicable electric, safety, and local codes and Company specifications, extending from the Company's duct at the boundary to the secondary service connection's point of termination. The Company furnishes and feeds, and the nonresidential retail customer must pull the cable in such nonresidential retail customer's duct. Any such cable provided by the Company is provided in accordance with the provisions for providing nonstandard services and facilities.

Notwithstanding the provisions of the previous paragraph, for a nonresidential retail customer located in an area with an existing underground distribution system for which the secondary service connection terminates at a point on its premises other than at the boundary, and for which direct burial of the secondary service connection cable is practical, the nonresidential retail customer may elect to furnish, install via direct burial, own, and maintain cable in accordance with applicable electric, safety, and local codes and Company specifications, extending from the Company's distribution facilities at the boundary to the point of termination of the secondary service connection on such nonresidential retail customer's premises.

For a nonresidential retail customer located in an area with an existing underground distribution system, for which the number or size of secondary service connection cable(s) or conduit(s) the nonresidential retail customer must furnish, install, own and maintain, in accordance with electric, safety, and local codes applicable to the nonresidential retail customer and Company specifications exceeds the attachment capability of the Company's distribution facilities terminating at the boundary of the nonresidential retail customer's premises, such nonresidential retail customer must provide a lockable junction cabinet and associated equipment to connect the Company's distribution facilities with the nonresidential retail customer's electric facilities.

For situations in existing low voltage underground network areas, the Company must be consulted about required secondary service connection facilities and the availability of such facilities.

For a situation in which a secondary underground service connection is connected to a 120/208 volt network system with individual cables that exceed fifteen (15) feet in length, or a 277/480 volt network system, limiters at the Company's end of the secondary service connection are furnished, installed, owned, operated, replaced, and maintained by the Company (a) in the provision of a standard secondary service connection if the connection is at a community transformer facility (b) in accordance with the provisions for providing nonstandard services and facilities if the connection is at an electric service station.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 174)

DISTRIBUTION FACILITIES (CONTINUED)

SECONDARY SERVICE CONNECTIONS (CONTINUED).

Underground Connections (Continued)

For a situation in which a secondary underground service connection is connected to a 120/208 volt network system with three (3) or more sets of individual cables that exceed fifteen (15) feet in length, or a 277/480 volt network system with three (3) or more sets of individual cables, limiters at the retail customer's end of the secondary service connection are required. Such limiters must meet Company specifications, and may be furnished, installed, owned, operated, replaced, and maintained by the Company in accordance with the provisions for providing nonstandard services and facilities.

For a situation in which a nonresidential retail customer located in an area with an existing overhead distribution system requests the installation of an underground secondary service connection and such installation is practical, such nonresidential retail customer must furnish, install, own, and maintain all facilities required to make the secondary service connection.

For a situation in which a nonresidential retail customer located in an area with an existing overhead distribution system requests the installation of an underground secondary service connection and such installation is practical, the nonresidential retail customer must furnish and install cable and any associated facilities extending from such nonresidential retail customer's service entrance equipment to the Company's pole at which the secondary service connection is to be attached, as designated by the Company. The nonresidential retail customer must also furnish sufficient additional cable to extend up the pole for connection to the Company's overhead distribution facilities at a point designated by the Company. If the nonresidential retail customer installs underground cable for its secondary service connection via direct burial, the nonresidential retail customer must terminate the trench eighteen (18) inches from the pole. If the nonresidential retail customer installs underground cable for its secondary service connection in duct located on the nonresidential retail customer's premises, such duct must terminate with a galvanized steel bend at the base of the pole, in accordance with applicable electric, safety, and local codes and Company specifications.

Notwithstanding the provisions of the previous sentence, for a situation in which local governmental regulations prohibit the installation of such duct in the street or other rights of way by any entity except the Company, the Company furnishes, installs, owns, replaces, and maintains duct from its pole to the nearest point at the property line adjacent to such pole in accordance with the provisions for providing nonstandard services and facilities.

Notwithstanding the provisions of the previous paragraph, as the Company deems necessary in accordance with its standard procedures and practices, the nonresidential retail customer must furnish, install, own, and maintain all materials from the nonresidential retail customer's service entrance equipment to a service pedestal rather than a pole. In such case, the nonresidential retail customer's trench must terminate three (3) feet from the pedestal and an additional eight (8) feet of cable must be provided for connection to the pedestal. The Company trenches the remaining three (3) feet, and installs, owns, and maintains all necessary distribution facilities from the pole, to and including the pedestal.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 175)

DISTRIBUTION FACILITIES (CONTINUED)

SECONDARY SERVICE CONNECTIONS (CONTINUED).

Underground Connections (Continued)

For a residential retail customer or a developer of a residential multiple occupancy building with fewer than four (4) individual residential occupancy units located in an area with an existing underground distribution system, the Company furnishes, installs, owns, replaces, and maintains an underground secondary service connection from the Company's underground distribution system to the boundary of the premises in the provision of a standard secondary service connection. Such secondary service connection is extended, as needed, onto the premises, to the building wall closest to the Company's distribution system, including the cable and its direct burial, if practical and requested by the residential retail customer or the developer, in the provision of a standard secondary service connection, provided the length of such secondary service connection does not exceed 100 feet. Such 100 feet is measured from the point at which the cable crosses the lot line or easement. If additional facilities are required for such secondary service connection, the Company provides such facilities in accordance with the provisions for providing nonstandard services and facilities.

For a residential retail customer or a developer of a residential multiple occupancy building with fewer than four (4) individual residential occupancy units located in an area with an existing overhead distribution system, that requests cable and its direct burial for an underground secondary service connection, and if such secondary service connection is practical, the Company furnishes, installs, owns, and maintains such service connection from the Company's overhead distribution system to the boundary of the premises in the provision of a standard secondary service connection. Such connection is extended, as needed, onto the premises to the building wall closest to the Company's distribution system, including the cable and its direct burial, if practical, in the provision of a standard secondary service connection, provided the length of such secondary service connection does not exceed 100 feet. Such 100 feet is measured from the point at which the cable crosses the lot line or easement. If additional facilities are required for such secondary service connection, the Company provides such facilities in accordance with the provisions for providing nonstandard services and facilities. In addition, any necessary cable riser on a Company pole is provided in accordance with the provisions for providing nonstandard services and facilities.

Secondary service connection cable installed in duct must meet all requirements of applicable electric, safety, and local codes and Company specifications. If cable is of a suitable type and in an acceptable location, in accordance with applicable electric, safety, and local codes and Company specifications, such cable may be installed via direct burial. The minimum depth for installing such cable in the ground via direct burial or in duct is twenty-four (24) inches. The minimum horizontal separation between electric cable and gas or water lines is thirty (30) inches. For a situation in which cable is buried in the ground under public or private driveways, alleys, or other roadways, protection from mechanical damage must be provided by installing the cable in such areas in a duct suitable for providing such protection.

(Continued on Sheet No. 177)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 176)

DISTRIBUTION FACILITIES (CONTINUED)

SECONDARY SERVICE CONNECTIONS (CONTINUED).

Underground Connections (Continued)

For a situation in which a three-phase secondary service connection is installed in duct, at least one (1) cable, or an equal number of cables for each phase, and the neutral cable, if a neutral is used, must be in each duct. For a situation in which a ground return cable is used, the ground return cable must be included in a duct as required by applicable electric, safety, and local codes and Company specifications. For a situation in which a single-phase secondary service connection is installed in duct, at least one (1) cable, or an equal number of cables for each ungrounded side of the circuit, and one (1) neutral cable must be in each duct. For a situation in which more than one (1) duct is used, the cable sizes must be chosen so that the ratios of the currents in each phase are the same in each duct.

Duct for secondary service connections must meet applicable electric, safety, and local codes and Company specifications. Duct must be installed in a straight line and on an even grade without dips or bumps, to the extent reasonable. To the extent reasonable, the downward slope of the duct must be toward the Company's distribution facilities. Ducts that connect to Company ducts must be the same size and formation and at least the same number as the Company ducts. The point at which the secondary service connection duct enters the retail customer's building must be properly sealed to prevent water seepage. The intervening space between the building wall and the duct must be sealed. The space between the duct wall and the cable in each occupied duct and the openings in any spare duct must be sealed. The retail customer must properly maintain all seals. The portion of secondary service ducts containing Company cables located inside the retail customer's building cannot be installed in any location that is subject to excessive heat. Secondary service connection duct containing Company cables, extending more than five (5) feet into a retail customer's building must be entirely covered with suitable fireproofing material.

Cable for secondary service connections must meet applicable electric, safety, and local codes and Company specifications with respect to entry into the retail customer's building. For a situation in which cable is not in duct at its entry into the building, the section of cable extending through the building wall must be enclosed in suitable and properly sized galvanized steel conduit that extends out from the building beyond the point at which the earth has been disturbed by excavation for the building. For a situation in which cable is installed in nonmetallic duct at its entry into the building, the duct extending through the building wall must be enclosed in a suitable and properly sized galvanized steel conduit sleeve, or coupled to suitable and properly sized galvanized steel conduit of proper size which extends through the building wall. The steel conduit must extend out from the building beyond the point at which the earth has been disturbed by excavation for the building. For a situation in which cable is installed in metallic duct at its entry into a building, such duct must extend through the building wall.

(Continued on Sheet No. 178)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 177)

DISTRIBUTION FACILITIES (CONTINUED)

SECONDARY SERVICE CONNECTIONS (CONTINUED).

For a situation in which a retail customer installs any portion of a secondary service connection, such retail customer is responsible for obtaining detailed information regarding the installation of such connection from the Company. Such portion must be installed in accordance with applicable electric, safety, and local codes and Company specifications, including but not limited to grade level and location, and must be suitable for connection to the portion of the secondary service connection provided by the Company. Such portion must also include any associated equipment required in accordance with Company specifications. As practical, the Company installs standard terminal facilities with suitable protection equipment at the point at which the secondary service connection attaches to the Company's distribution system. To the extent that the required terminal facilities exceed the cost of standard terminal facilities, such terminal facilities are provided by the Company in accordance with the provisions for providing nonstandard services and facilities.

Before work is started by a retail customer on the installation of any portion of a secondary service connection, a plan showing the proposed installation must be submitted to the Company for approval as related to Company specifications. Such installation must be made in accordance with applicable electric, safety, and local codes and the plan approved by the Company, and such installation is subject to examination to the extent deemed necessary by the Company.

(Continued on Sheet No. 179)

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 178)

DISTRIBUTION FACILITIES (CONTINUED)

SERVICE ENTRANCE EQUIPMENT AND GROUNDING.

Service Entrance Equipment

The retail customer must furnish, install, own and maintain all service entrance equipment. Service entrance equipment must meet applicable electric, safety, and local codes and Company specifications. Service entrance equipment includes the following items, as applicable:

- a. service head: a rain-tight fitting, attached to the free end of a service run.
- b. service run: either (1) service entrance cable, or (2) conduit or rigid metallic, intermediate metallic, electrical metallic, or rigid nonmetallic tubing, with enclosed conductors. The service run must be equipped with a service head. The service run is installed between the service head and the meter connection device or the point at which the service entrance equipment enters the retail customer's building. The service run must be installed entirely on the outside of the retail customer's building. Conductors meeting the requirements of Section 230.6 of the National Electrical Code are considered outside the building.
- c. junction cabinet: a metal enclosure in which the retail customer's cables are connected to the Company's cables.
- d. meter connection device: apparatus to which a meter is attached consisting of a meter socket for a self-contained metering installation, or a meter socket and test switch for an instrument transformer metering installation. Rain-tight fittings must be used in connecting a service run or service entrance to an outdoor meter connection device.
- e. instrument transformer cabinet: a metal enclosure containing the assembly and necessary supports for the installation of instrument transformers, cables, and conductors.
- f. service entrance: conductors or cable enclosed in either (1) rigid metallic or intermediate metal conduit, (2) electric metallic tubing, or (3) rigid nonmetallic conduit. For a situation in which the service entrance includes rigid nonmetallic conduit, the continuity of the equipment ground must be maintained with a metallic bonding conductor.

The service entrance connects the metering equipment and the disconnecting means with either (1) the service run from the point at which the service entrance equipment enters the retail customer's building for a situation with indoor metering, (2) the conductors and conduit in the junction cabinet for a situation with a junction cabinet, or (3) the connectors, bus conductors, and bus enclosure, as required, connecting the terminals of the service connection for a situation with a recessed head. All conductors on the Company's side of the metering equipment and between the termination of the service entrance conduit and the retail customer's bus bars must be readily accessible for examination by the Company. For a situation in which the service entrance passes through the wall of the retail customer's building, it must pass through such wall as close as practical to the point at which it terminates.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 179)

DISTRIBUTION FACILITIES (CONTINUED)

SERVICE ENTRANCE EQUIPMENT AND GROUNDING (CONTINUED).

Service Entrance Equipment (Continued)

- g. disconnecting means: a readily accessible device or devices able to disconnect all conductors used to provide electric service to the retail customer, except the grounded neutral or grounded phase conductor, from the Company's distribution system. The disconnecting means is located on the retail customer's side of the metering equipment.
- h. ground connection: a conductor, with any required metallic protection, and clamps that connect all metallic enclosures of an electrical installation and the neutral conductor or grounded phase conductor, as applicable, either to a permanent ground or to a grounding electrode installed in accordance with applicable electric, safety, and local codes and Company specifications.

The conductors and conduit of the service entrance equipment on the Company side of the metering equipment must comply with all applicable electric, safety, and local codes and Company specifications. Notwithstanding the previous provisions of this paragraph, the conductors may be tapped in approved fittings for the connection of individual meter connection terminals to the service conductors for a multiple occupancy building, and approved self-locking fittings may be substituted for conduit bends.

Metered and unmetered conductors are not allowed to be installed in the same conduit unless such conductors are separated by a barrier in accordance with Company specifications.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 180)

DISTRIBUTION FACILITIES (CONTINUED)

SERVICE ENTRANCE EQUIPMENT AND GROUNDING (CONTINUED).

Grounding

The following conductors must be identified according to applicable electric, safety, and local codes, and at a minimum, in such a manner so as to be readily distinguishable: (a) the grounded neutral conductor for either a single-phase or a three-phase, four-wire installation, (b) the grounded conductor or the ground return conductor for a three-phase, three-wire, delta installation, and (c) the conductor for the phase having the highest voltage to ground for a three-phase, four-wire, delta installation.

All metallic components and the neutral conductor, grounded phase conductor or ground return conductor of the service entrance equipment must be permanently grounded. One end of a ground connection, including the grounding conductor and any applicable metallic protection, must be connected by means of a permanently effective ground clamp to a metallic grounding electrode in accordance with the applicable electric, safety, and local codes and Company specifications. The other end of a ground connection is connected at (a) the disconnecting means, or (b) a pole-mounted outdoor meter connection device for a situation in which a disconnecting means is not installed. For a situation in which such connection is at the disconnecting means, (1) the grounding conductor must be connected to the ground lug, attached to the neutral or ground phase bus, and the grounding screw of the disconnecting means, and (2) any metallic protection of the grounding conductor must be connected to the enclosure for such disconnecting means. For a situation in which such connection is at an outdoor meter connection device, the grounding conductor must be connected to the ground stud of such device and any metallic protection must be connected to the enclosure of such device.

(Continued on Sheet No. 182)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 181)

DISTRIBUTION FACILITIES (CONTINUED)

SERVICE ENTRANCE EQUIPMENT AND GROUNDING (CONTINUED).

Grounding (Continued)

The neutral, grounded phase or ground return conductor of the service entrance equipment conductors must be connected to (a) the neutral or grounded phase, bus or terminal of the disconnecting means, and (b) the ground stud or terminal of the meter connection device.

For a situation in which the ground connection is connected to an acceptable water piping system, an electrically continuous connection must be maintained at all times between the ground connection and the water piping system. For a situation in which the water is metered, the ground connection should be connected at the unmetered side of the system. However, if such connection is made on the metered side of the system, a bypass, consisting of a conductor the same size as the grounding conductor and clamps, must be connected around the water meter. For a situation in which a portion of the water piping system is either nonmetallic, removable, or electrically insulated from another portion of such system by the use of gaskets, and such conditions are located between the ground connection and the underground portion of such system, a metallic bypass must be installed to establish electrical continuity. The retail customer must pay specific attention to water systems used for grounding if local codes allow plastic components for water systems.

OTHER FACILITIES.

Provisions for the Self-Generating Customer Group

A retail customer to which the Self-Generating Customer Group is applicable must install equipment for safety and the prevention of interference to other retail customers in accordance with Company specifications. Such equipment must include, but is not limited to, a disconnect device to which the Company has access and which the Company can lock in an open position to disconnect, for safety reasons, such retail customer's electric generating facilities from the electric delivery system located in the Company's service territory. Notwithstanding the previous provisions of this paragraph, for a situation in which the Company provides any of the aforementioned equipment, such equipment is furnished, installed, operated, replaced, and maintained in accordance with the provisions for providing nonstandard services and facilities.

A retail customer to which the Self-Generating Customer Group is applicable must reimburse the Company for any operating and maintenance expenses it incurs as a result of the connection of such retail customer's electric generating facilities to the electric delivery system located in the Company's service territory. Such reimbursement is made in accordance with the provisions for providing nonstandard services and facilities.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 182)

DISTRIBUTION FACILITIES (CONTINUED)

OTHER FACILITIES (CONTINUED).

Provisions for the Fixture-Included Lighting Delivery Class

A retail customer for which the Company provides fixture-included lighting is provided with electric service through the use of poles and other facilities required by the Company for distribution purposes other than such lighting. Such poles and other facilities are used to mount the lighting units and provide electric service for such lighting units. The Company also furnishes, installs, owns, operates, replaces, and maintains the lighting fixture, associated mounting equipment, and associated operating equipment for dusk to dawn operation of the lighting unit.

Notwithstanding the provisions of the previous paragraph, for a situation in which electric service for a fixture-included lighting unit cannot be provided through the use of poles and other facilities required by the Company for distribution purposes other than such lighting, additional facilities needed to provide such electric service are installed and connected to nearby Company distribution facilities. Such additional facilities may include poles meeting Company specifications for such service. The Company furnishes, installs, operates, replaces, and maintains such nonstandard additional facilities, and charges the retail customer for such facilities in accordance with the applicable provisions in the Facilities Related Billing Provisions subsection of the Other Billing Provisions section of the Billing and Payment part of these General Terms and Conditions.

In addition, for a situation in which a transformer is required exclusively to serve a fixture-included lighting unit used for private outdoor lighting purposes, such transformer is provided in accordance with the provisions for providing nonstandard services and facilities.

If a retail customer using a fixture-included lighting unit for private outdoor lighting purposes requests installation of a lighting unit on a pole owned by such retail customer, such pole must meet Company specifications at the time of installation and must be maintained by the retail customer in accordance with Company specifications at all times that the lighting unit remains in place.

If a retail customer using a fixture-included lighting unit for private outdoor purposes requests the removal of such lighting unit and subsequently requests the installation of a like or replacement lighting unit at the same location within a period of one (1) year, such retail customer is charged for relocation or replacement of facilities in accordance with the provisions for providing nonstandard services and facilities.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 183)

DISTRIBUTION FACILITIES (CONTINUED)

OTHER FACILITIES (CONTINUED).

Provisions for the Fixture-Included Lighting Delivery Class (Continued)

For a lighting retail customer for which the Company provides fixture-included lighting that such lighting retail customer uses in the provision of public street lighting, equipment for each lighting unit consists of a lamp, a luminaire, a bracket, and a photoelectric control device. Lighting units and brackets available for fixture-included public street lighting use are as follows:

- Mercury Vapor 100 watts (4,200 Initial Lumens)
- Mercury Vapor 175 watts (8,150 Initial Lumens)
- Mercury Vapor 250 watts (11,500 Initial Lumens)
- Mercury Vapor 400 watts (21,500 Initial Lumens)
- High Pressure Sodium 70 watts (5,800 Initial Lumens)
- High Pressure Sodium 100 watts (9,500 Initial Lumens)
- High Pressure Sodium 150 watts (16,000 Initial Lumens)
- High Pressure Sodium 250 watts (30,000 Initial Lumens)
- High Pressure Sodium 400 watts (50,000 Initial Lumens)
- High Pressure Sodium 1,000 watts (140,000 Initial Lumens)
- Mounting Bracket - Eight (8) feet or less in length
- Mounting Bracket - Over eight (8) feet in length
- Post Top Luminaire
- Acorn Style Luminaire

For a retail customer for which the Company provides fixture-included lighting that such retail customer uses for private outdoor lighting, equipment for each lighting unit consists of a lamp, a luminaire, a short bracket that is approximately thirty (30) inches in length for a mercury vapor lighting unit or conventional style high pressure sodium lighting unit, or twenty (20) inches in length for a flood style high pressure sodium lighting unit, and a photoelectric control device. Lighting units available for fixture-included private outdoor lighting use are as follows:

- Mercury Vapor 175 watts (8,600 Initial Lumens)
- Mercury Vapor 400 watts (21,500 Initial Lumens)
- Flood Style High Pressure Sodium 100 watts (9,500 Initial Lumens)
- Flood Style High Pressure Sodium 250 watts (30,000 Initial Lumens)
- Conventional Style High Pressure Sodium 100 watts (9,500 Initial Lumens)
- Conventional Style High Pressure Sodium 150 watts (16,000 Initial Lumens)

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 184)

DISTRIBUTION FACILITIES (CONTINUED)

OTHER FACILITIES (CONTINUED).

Provisions for the Fixture-Included Lighting Delivery Class (Continued)

The Company is not required to remove obstructions or trim vegetation that may interfere with proper distribution of light from lighting units provided for a retail customer for which the Company provides fixture-included lighting.

For a situation in which the Company performs excessive maintenance or replacement with respect to any specific lighting unit, the provision of fixture-included lighting to a retail customer with respect to such lighting unit is subject to cancellation.

Upon receipt of a written request from a lighting retail customer using electric service for a public street lighting system for which the Company provides fixture-included lighting, the Company (a) provides additional available lighting units connected to and operated as part of such system; (b) makes changes in the lumen rating, suspension, or reflector of lighting units; or (c) removes lighting units at locations designated by such retail customer. Notwithstanding the previous provisions of this paragraph, the Company is obligated to follow the provisions of item (b) and item (c) only for lighting units that have been in place for at least six (6) months.

A retail customer's request for changes in the type of equipment provided by the Company that requires a conversion to another lighting unit, change in bracket, or change in luminaire are provided in accordance with the provisions for providing nonstandard services and facilities.

Notwithstanding the previous provisions of this Provisions for the Fixture-Included Lighting Delivery Class subsection, the Company is not required to install additional lighting units and equipment or substitute lighting units of higher rating if the retail customer is in arrears for services previously provided by the Company to such retail customer.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 185)

DISTRIBUTION FACILITIES (CONTINUED)

OTHER FACILITIES (CONTINUED).

Provisions for the Dusk to Dawn Lighting and General Lighting Delivery Classes

For a lighting retail customer to which the Dusk to Dawn Lighting Delivery Class or the General Lighting Delivery Class is applicable, the Company provides electric service through the use of poles and other facilities required by the Company for distribution purposes other than such lighting. Standard distribution facilities include the connection of the lighting retail customer's wires to the Company's distribution system. The lighting retail customer must bring its service wires or cables to the Company's existing distribution system at the distribution system's nearest available point or points, as designated by the Company, and the Company makes the final connections to its distribution system. Transformer capacity is furnished by the Company, but only as part of the Company's existing distribution system. If a separate transformer must be installed or a larger transformer substituted for an existing one in order to provide electric service to the lighting retail customer, such transformer is provided in accordance with the provisions for providing nonstandard services and facilities.

A lighting retail customer to which the Dusk to Dawn Lighting Delivery Class or General Lighting Delivery Class is applicable, must furnish, install, own, operate, replace, and maintain, all necessary equipment, including all fixtures, light sources, wires, cables, meter connection devices and appurtenances. For each secondary service connection, such appurtenances must include a disconnecting means installed in a locked box in accordance with Company specifications. For each primary service connection, the Company furnishes, installs, owns, operates, replaces, and maintains the necessary disconnecting means in accordance with the provisions for providing nonstandard services and facilities. Lighting units are allowed to be installed on Company distribution system poles, provided such installation is considered practical by the Company, and any pole or revision that is necessary to accommodate the lighting unit is provided by the Company in accordance with the provisions for providing nonstandard services and facilities. Such lighting retail customer is also responsible for any rearrangement of its facilities required by the relocation or removal of Company facilities such as poles, pedestals, cable and wire. For a situation in which the operation of the lighting retail customer's equipment is on an annual schedule that is other than continuous and the kWhs are determined on the basis of rated wattage and scheduled burning hours, such lighting retail customer must provide an astronomical time switch or other control device installed in a locked box, in accordance with Company specifications.

Residential Retail Customer-Installed Underground Service Connections

For a situation in which electric service is provided to a residential retail customer from the Company's distribution system via underground cable that was initially installed by such retail customer or a previous residential retail customer located at such premises, such retail customer owns and is responsible for such cable.

(Continued on Sheet No. 187)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 186)

METERING

For purposes of brevity, retail customer, as used in this Metering part, refers to a retail customer or applicant, as appropriate.

All meter-related facilities provided by the Company at a retail customer's premises for the purpose of measuring electric service provided to such retail customer, unless otherwise expressly provided, are the property of the Company, and such retail customer must exercise reasonable care to protect such property from loss or damage.

For a situation in which the Company's property is damaged, the entity responsible for such damage is assessed the fully allocated cost to repair or replace such property.

For a situation in which a retail customer anticipates the need for an alteration to or a change in the meter-related facilities provided by the Company for such retail customer, it is the retail customer's responsibility to notify the Company as far in advance of the need for the change as possible so that arrangements can be made to facilitate any necessary changes to the Company's meter-related facilities. Any relocation, removal, or alteration of meter-related facilities provided by the Company, as required or requested by the retail customer, is provided in accordance with the provisions for providing nonstandard services and facilities. For a situation in which there is a change in the retail customer's operation, construction, or property, which in the judgment of the Company makes the relocation of the Company's meter-related facilities necessary, the Company relocates such facilities in accordance with the provisions for providing nonstandard services and facilities.

The retail customer is responsible for ensuring that any portion of the metering installation furnished by such retail customer is in compliance with all applicable electric, safety, and local codes and Company specifications. The Company has the right to refuse to make the connection to provide electric service to the retail customer for a situation in which the portion of the metering installation furnished by such retail customer is not in compliance with any such code or Company specification.

Tampering with the Company's meter-related facilities, breaking meter seals, and/or installing conductors to carry unmetered current are prohibited by law. Meters must not be disconnected, removed or relocated without Company authorization. Tampering with any meter, the associated wiring or related facilities to reduce a retail customer's metered usage may result in disconnection of service and/or require a service deposit. In addition, for a situation in which meter tampering occurs, the involved retail customer is charged for the Company's estimated revenue loss attributable to such tampering plus all related expenses incurred by the Company in replacing and/or repairing meter-related facilities.

For a situation in which an alteration to, or a change in, the meter-related facilities provided by the Company for a retail customer is required as a result of circumstances beyond the Company's and the retail customer's control, such as public improvement projects, the Company, as a condition of providing electric service to such retail customer, requires that such alteration or change is provided in accordance with the same terms and conditions that would be applicable for the initial provision of electric service to such retail customer from the standpoint of the responsibilities of the Company and the retail customer.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 187)

METERING (CONTINUED)

STANDARD METERING.

A standard metering installation provided by the Company for a retail customer includes meter-related facilities adequate to measure, at a single delivery point, the electricity delivered to such retail customer, and as applicable, the rate at which electricity is delivered to such retail customer. However, in certain individual situations, metering installations at more than one delivery point are provided in a standard metering installation if the Company determines that the provision of metering installations at such multiple delivery points is more economical, efficient, or reliable than a metering installation at a single delivery point.

The Company installs, owns, operates, replaces, and maintains meter-related facilities in the provision of electric service to a retail customer. Standard meter-related facilities provided by the Company consist of one or more of the following components: watt-hour meter, demand register, interval demand recording register, and instrument transformers. Meter-related facilities provided by the Company in a standard metering installation for a retail customer depend upon such retail customer's characteristics and the Company's standard practices.

For a residential retail customer, meter-related facilities provided by the Company in a standard metering installation include meter-related facilities adequate to measure the kWhs delivered to the retail customer.

For a nonresidential retail customer that uses no more than 2,000 kWh during a monthly billing period at a maximum half-hourly rate that does not exceed ten (10) kW, meter-related facilities provided by the Company in a standard metering installation include meter-related facilities adequate to measure the kWhs delivered to the retail customer. Notwithstanding the previous provisions of this paragraph, if such retail customer's electric power and energy requirements are continuous or regularly scheduled in nature and do not exceed two (2) kW, or if such retail customer uses electric service for qualifying cable antenna television (CATV) facilities, the Company may elect to furnish no metering installation.

For a nonresidential retail customer that uses more than 2,000 kWh during a monthly billing period or uses electricity at a maximum half-hourly rate that exceeds ten (10) kW but is less than 400 kW, meter-related facilities provided by the Company in a standard metering installation include meter-related facilities adequate to measure the kWhs delivered to the retail customer and the maximum half-hourly rate in the monthly billing period at which such electricity is delivered to such retail customer.

For a nonresidential retail customer for which electric power and energy is delivered at a maximum half-hourly rate that is at least 400 kW, meter-related facilities provided by the Company in a standard metering installation include meter-related facilities adequate to measure the kWhs delivered to the retail customer and rate at which such electricity is delivered for each half-hour in the monthly billing period.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 188)

METERING (CONTINUED)

STANDARD METERING (CONTINUED).

For a retail customer using electric service for dusk to dawn operation of fixture-included lighting units, no metering installation is provided by the Company. For a lighting retail customer using electric service for the operation of public street lighting or other lighting systems, other than for fixture-included lighting units, the Company may provide meter-related facilities adequate to measure the kWhs delivered to such lighting retail customer.

If other or additional meter-related facilities are provided by the Company for the Company's convenience, such facilities are deemed to be part of a standard metering installation.

NONSTANDARD METERING.

If more or different meter-related facilities than those needed to provide a standard metering installation for the retail customer are in place, required, or requested by such retail customer, and such facilities are reasonably and technically feasible, and can be furnished, installed, operated, replaced, and maintained with no significant adverse impact on the Company's system with respect to reliability or efficiency, such facilities are furnished, installed, owned, operated, replaced, and maintained by the Company, provided the Company is allowed to recover from the retail customer the costs of furnishing, installing, owning, operating, replacing, and maintaining such facilities. Such more or different facilities are considered to be nonstandard services and facilities, and the Company provides such facilities in accordance with the provisions for providing nonstandard services and facilities.

Notwithstanding the provisions of the previous paragraph, during the effective period of Rider RRTP - Residential Real Time Pricing Program (Rider RRTP), the charge for the installation or the exchange of a meter necessary for taking real time pricing service is not applicable for a single delivery point for each of the first one hundred and ten thousand (110,000) residential retail customers to take service under (a) Rate RDS with electric power and energy supply service provided by a RES under a real time pricing program that is in accordance with the ICC Order entered December 20, 2006, in Docket No. 06-0617 or (b) Rate BESH. Such retail customer is also not subject to the meter exchange charge for replacing such meter after terminating real time pricing service. The provisions described in this paragraph are authorized by the ICC Order in Docket No. 06-0617.

REQUIRED METERING.

The installation of meter-related facilities adequate to measure the kWhs delivered to the residential retail customer and rate at which such electricity is delivered for each half-hour in the monthly billing period is a prerequisite for a residential retail customer taking service under a real time pricing program that is in accordance with the ICC Order entered December 20, 2006, in Docket No. 06-0617.

A separate metering installation is required for each separate delivery point at a retail customer's premises. For a situation in which a retail customer has multiple points of delivery and a demand register at any such point of delivery, all such points of delivery must have demand registers. For a situation in which a retail customer has multiple points of delivery and an interval demand recording register at any such point of delivery, all such points of delivery must have interval demand recording registers.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 189)

METERING (CONTINUED)

REQUIRED METERING (CONTINUED).

A retail customer that has electric generating facilities located at such retail customer's premises, and uses such electric generating facilities for any purpose other than emergency purposes during such times when electric service from the Company is interrupted, must contact the Company with respect to meter-related facilities that must be installed at such retail customer's premises.

Self-Contained Metering Installations

A self-contained metering installation consists of a meter and a meter connection device wired internally such that all electricity delivered to the retail customer via such meter installation passes directly through the meter.

Self-contained metering equipment is provided for a new or revised metering installation if the metered voltage does not exceed 480 volts and the disconnecting means has a rating that does not exceed (a) 200 amperes, three-phase; (b) 350 amperes, single-phase for a nonresidential retail customer; or (c) 400 amperes, single-phase for a residential retail customer. Notwithstanding the previous provisions of this paragraph, for a situation in which a retail customer has a disconnecting means rated in excess of 300 amperes, single-phase with an Underwriters Laboratory (UL) listing for continuous duty of 100% of such rating, a metering installation with current transformer metering equipment is required.

Any existing self-contained bottom connected metering installation with a 200 ampere disconnecting means located at a retail customer's premises must be replaced by the retail customer with a self-contained socket metering installation if the current in one or more phases equals or exceeds 150 amperes, as indicated by the highest thirty (30) minute demand for electricity established by such retail customer.

Instrument Transformer Metering Installations

An instrument transformer metering installation consists of instrument transformers, consisting of current transformers or potential transformers and potential transformers, an instrument transformer cabinet containing color-coded conductors, a meter connection device with test switches, and a watt-hour meter with an appropriate demand register.

Current transformer metering equipment is provided for a new or revised metering installation if the metered voltage does not exceed 480 volts and the disconnecting means has a rating in excess of (a) 200 amperes, three-phase; (b) 350 amperes, single-phase for a nonresidential retail customer; (c) 400 amperes, single-phase for a residential retail customer; or (d) 300 amperes, single-phase with an Underwriters Laboratory (UL) listing for continuous duty of 100% of such rating.

Any existing self-contained metering installation located at a retail customer's premises must be replaced with a current transformer metering installation rated in excess of 200 amperes if, as indicated by the maximum demand for electricity established by such retail customer, the current in one or more phases equals or exceeds (a) 150 amperes for a bottom connected metering installation with a disconnecting means rated in excess of 200 amperes; or (b) 200 amperes for service entrance equipment rated at or in excess of 200 amperes.

(Continued on Sheet No. 191)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 190)

METERING (CONTINUED)

REQUIRED METERING (CONTINUED).

Instrument Transformer Metering Installations (Continued)

Current and potential transformer metering equipment is provided for a new or revised metering installation if the metered voltage exceeds 480 volts.

Notwithstanding the fact that current transformer equipment and potential transformer equipment are addressed in this Metering part, such instrument transformer equipment is considered to be distribution facilities.

Metering Sequence

For a situation in which the metering equipment for a metering installation at a retail customer's premises is connected to the Company side of the disconnecting means installed in conjunction with the meter, such metering installation is in a meter-switch-fuse sequence. For a situation in which the metering equipment for a metering installation at a retail customer's premises is connected to the retail customer's side of the disconnecting means installed in conjunction with the meter, such metering installation is in a switch-fuse-meter sequence. A meter-switch-fuse sequence must be followed for a single or multiple unit self-contained or instrument transformer metering installation.

METERING LOCATION.

The retail customer must provide a suitable location at its premises for the meter-related facilities provided by the Company. Such location must meet any applicable electric, safety, and local codes and Company specifications. The Company may require the retail customer to provide diagrams and specifications for meter-related facilities locations prior to the installation of any such facilities. It is the retail customer's responsibility to consult with the Company with respect to the suitable location for meter-related facilities.

For a situation in which DC is provided through a rectifier, meter-related facilities are located on the AC side of the rectifier.

Except as otherwise provided in this Metering Location section, any new or revised self-contained metering installation at a retail customer's premises must be outside the retail customer's building. For a situation in which modernizing or upgrading work is performed at an existing indoor metering installation at a retail customer's premises, such work is required to include the relocation of such metering installation to a location outside the retail customer's building, as practical.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 191)

METERING (CONTINUED)

METERING LOCATION (CONTINUED).

Any new or revised metering installation at a retail customer's premises requiring the use of instrument transformers with a metered voltage that does not exceed 480 volts and a disconnecting means with a rating that does not exceed 1,200 amperes must be installed outside the retail customer's building, if practical, as determined by the Company. Any other new or revised metering installation at a retail customer's premises requiring the use of instrument transformers may be located inside the retail customer's building unless an outside installation of any or all of the components is specifically designated by the Company. Meter-related facilities located inside a retail customer's building must be located as near as practical to the point at which the service entrance conductors enter the building. For a situation in which two or more metering devices are located inside the retail customer's building, such metering devices must be grouped together in the same room and on the same wall.

Meter-related facilities must not be located in any place in which such facilities are exposed to, or have the potential to be exposed to, heat, moisture, vibrations, fumes, dust, a corrosive or explosive atmosphere, flooding, or mechanical damage. Such unacceptable locations include, but are not limited to, attics, kitchens, bathrooms, lavatories, bedrooms, living rooms, dining rooms, chemical rooms, manholes, clothes closets, shafts, coal bins, showers, locker rooms, crawl spaces, stairways, dog yards or runs, storerooms, incinerator rooms, and basements projecting under sidewalks.

Meter-related facilities must maintain clearances from other equipment, machines, and devices in accordance with Company specifications. Meter-related facilities must not be located against, behind, over, under, or adjacent to boilers, gas meters, gas valves, disconnected gas fittings, chemical tanks, radiators, doors, sinks, exposed machinery, steam pipes, fire escapes, stoves, furnaces, tanks, hatches, heaters, tracks for overhead doors, laundry tubs, windows, downspouts, and any other location designated as unacceptable by the Company. Meter-related facilities must not protrude over sidewalks, driveways, or loading ramps.

Except for Company-installed instrument transformers used in primary metering situations, the Company does not allow meter-related facilities to be installed on its poles or equipment.

Access to meter-related facilities must be through public walkways, halls, or other public areas, and must not be through locked or private rooms, tenant spaces, lavatories, or other limited access areas. For a situation in which meter-related facilities are located on a balcony, access to such meter-related facilities must be by stairs, and must not be by ladder. Clear platform space of at least three (3) feet with suitable protective railings must be provided in front of any meter-related facilities located on a balcony. For a situation in which meter-related facilities are located in a narrow passageway or area, clear space of at least three (3) feet must be provided in front of any such meter-related facilities.

(Continued on Sheet No. 193)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 192)

METERING (CONTINUED)

METERING LOCATION (CONTINUED).

For a situation in which a multiple-occupancy building requires meter-related facilities to be located inside the building, such meter-related facilities may be grouped together in an accessible location in the basement, on the first floor, or on more than one (1) floor in special meter rooms, as determined to be necessary. Meter-related facilities must not be located in any individual occupancy premises. For a situation in which special meter rooms are necessary, each such room must be of sufficient size to allow ready access to the meter-related facilities located in such room for the purpose of reading, testing, operating, maintenance, and replacement. For a situation in which a special meter room is locked, keys must be available to Company personnel at all times. For a situation in which meter-related facilities are furnished in a multiple-occupancy building each meter connection device must be labeled or tagged with information describing the complete address and location of the individual retail customer for which the meter connection device is provided.

METERING INSTALLATION REQUIREMENTS.

Meter connection devices must be furnished, owned, installed, operated, and maintained by the retail customer in accordance with Company specifications. Conduit or wire connections to an instrument transformer meter connection device must be made below the meter test switch using the knockouts provided. All meter-related facilities must be installed in such a manner as to be plumb and to insure permanent attachment to a rigid, vibration-free wall or structure. The Company has certain minimum and maximum mounting heights as well as minimum acceptable front and side clearances for metering installations. Information pertaining to the installation of meter-related facilities is available from the Company.

Self-Contained Metering Installations

For a situation in which the retail customer has a self-contained metering installation located inside the retail customer's building but the condition of the building's wall precludes a plumb installation, the retail customer must furnish, install, own, and maintain a mounting board for any necessary meter connection devices in accordance with Company specifications.

For a situation in which the retail customer has a self-contained metering installation with multiple-position or grouped meter connection devices, the conductors or bus must be continuous to the last meter connection device and connected to the meter connection device terminals in accordance with Company specifications.

For a situation in which the retail customer has a self-contained metering installation, metered conductors must not pass through adjacent meter connection devices unless such conductors are properly separated from unmetered conductors and are an integral part of an approved pre-wired multiple-position meter socket assembly.

For a situation in which the retail customer has a self-contained metering installation and the meter connection devices are installed in locations not adjacent to the service entrance, the unmetered conductors, to the extent practical, must be installed with a continuous run of conduit and cable without splice boxes or similar type fittings.

(Continued on Sheet No. 194)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 193)

METERING (CONTINUED)

METERING INSTALLATION REQUIREMENTS (CONTINUED).

Instrument Transformer Metering Installations

For a situation in which the retail customer has an instrument transformer metering installation, the retail customer must install any required instrument transformers. However, in certain individual situations with high voltage metering installations, the Company installs instrument transformers that are part of an electric service station.

For a situation in which the retail customer has an instrument transformer metering installation, the retail customer must furnish, install, own, and maintain a cabinet for the enclosure of the instrument transformers in accordance with Company specifications and approved by the Company. For a situation in which such cabinet is outside, it must be weatherproof. The instrument transformer cabinet must be installed as close as practical to the meter connection device.

For a situation in which the equipment and wiring requirements of a retail customer's instrument transformer metering installation are not included in the Company's specifications, the retail customer must furnish specifications and prints for Company approval with respect to Company requirements for such an installation before any equipment is purchased or constructed. Such equipment must be installed in accordance with Company requirements.

For a situation in which the retail customer has an instrument transformer metering installation, the Company may approve the retail customer's use of a common cabinet for the enclosure of the instrument transformers and the disconnecting means, provided that the portion of the cabinet containing the instrument transformers is separated by means of an isolating barrier from the portion containing the disconnecting means in accordance with Company specifications. In such case, any connection of the conductors to the disconnecting means or the instrument transformers must be accessible to the Company for inspection. The instrument transformer compartment must contain only supply conductors and meter wiring. The retail customer must submit applicable specifications and prints to the Company for approval in accordance with Company specifications before any equipment is purchased or constructed.

(Continued on Sheet No. 195)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 194)

METERING (CONTINUED)

METERING INSTALLATION REQUIREMENTS (CONTINUED).

Instrument Transformer Metering Installations (Continued)

For a situation in which the retail customer has an instrument transformer metering installation but the meter is not mounted on the door of the instrument transformer cabinet, the retail customer must provide conduit extending between the instrument transformer cabinet and the meter connection device in accordance with Company specifications. The retail customer must install such conduit, exposed as practical, and the color-coded conductors furnished by the Company, which connect the instrument transformers to the meter test switch. The Company makes the final connections.

Notwithstanding the previous provisions of this paragraph, for a situation in which the instrument transformers are located on a Company pole or structure, the Company provides the conduit to be installed on the pole or structure and installs the instrument transformers, conduit, and conductors on such pole or structure.

METERING INFORMATION.

With specific retail customer approval, the Company provides certain information about Company-provided meter-related facilities at such retail customer's premises to certified MSPs. Such information includes the number of meters, the type of meter(s), voltage, and other pertinent information.

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Post Office Box 805379
Chicago, Illinois 60680-5379

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 195)

BILLING AND PAYMENT

For purposes of brevity, retail customer, as used in this Billing and Payment part, refers to a retail customer or applicant, as appropriate.

INSTALLATION OF FACILITIES.

For a situation in which an extension of the Company's distribution system is necessary in order to provide standard electric service, the Company charges a deposit, as applicable, to recover costs of the extension. Such deposit is determined, charged, and paid in accordance with the terms of Rider DE. Rider DE also includes provisions with respect to the refunding of such deposit.

Nonstandard services and facilities are provided in accordance with the provisions of these General Terms and Conditions, other tariffs on file with the ICC, and the Company's current applicable unit costs for providing nonstandard services and facilities.

For a situation in which underground distribution facilities are to be installed for a single family residential project with more than one (1) residential retail customer premises, the Company charges the developer of the project a refundable deposit for each premises before installation of the underground distribution facilities is started. Each such deposit is refunded as each residential retail customer premises is connected to the Company's distribution system. The amount refunded never exceeds the amount of the original deposit. Notwithstanding the previous provisions of this paragraph, any deposits not so refunded after ten (10) years following the installation of the distribution facilities become the property of the Company.

For a situation in which an underground system is requested for a group of individual residential retail customer premises, the Company does not allocate any applicable charges among the individual retail customers. Instead, such retail customers, acting as a group, must make a single payment for the total charges applicable to all the affected premises.

For a situation in which a proposed residential development, including but not limited to, individual detached residences, mobile homes, lots in a recreational park, apartment building complexes in which each building has fewer than four (4) units, or rowhouse developments, has an average lot line length along the route of the a proposed underground distribution system that exceeds 125 feet, the Company charges a flat rate per foot charge for additional cable required in excess of the average 125 feet per lot. In addition, any necessary cable riser on a Company pole is provided in accordance with the provisions for providing nonstandard services and facilities.

For a situation in which a building project is planned for more than one (1) nonresidential retail customer, and such project requires the Company to provide nonstandard facilities, the Company charges the developer of the project for the cost of such nonstandard facilities. Notwithstanding the previous provisions of this paragraph, for a situation in which there is no developer, and nonstandard facilities are required by a nonresidential retail customer at a premises in such project, the Company charges the nonresidential retail customer for the cost of such nonstandard facilities.

(Continued on Sheet No. 197)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 196)

BILLING AND PAYMENT (CONTINUED)

CONTINUING ELECTRIC SERVICE.

Except as provided in (a) the Electronic Billing subsection of this Continuing Electric Service section and (b) Rider SBO - Single Bill Option (Rider SBO), the Company issues monthly bills containing charges for the provision of electric service on paper via United States mail.

Monthly Billing Periods

For purposes of counting the number of days in a retail customer's monthly billing period, the monthly billing period ends on the Company's regularly scheduled meter reading or billing cycle date for such retail customer which occurs during the designated month of the Company's monthly billing cycle schedule and begins on the day after the Company's regularly scheduled meter reading or billing cycle date for such retail customer during the Company's prior monthly billing cycle. The scheduled meter reading or billing cycle date is counted as the end day in the monthly billing period and not the start day. By way of example, a retail customer's August monthly billing period begins the day after the Company's regularly scheduled meter reading or billing cycle date for the retail customer occurring in the Company's July monthly billing cycle and ends on the Company's regularly scheduled meter reading or billing cycle date for such retail customer occurring in the Company's August monthly billing cycle.

Due to holidays and weekends, the Company's twelve (12) monthly billing cycles do not necessarily coincide with their corresponding calendar months. For example, the first meter reading date for the April monthly billing cycle may occur on March 31. As a result, for a retail customer with a regularly scheduled meter reading date on the first meter reading date of the monthly billing cycle, such retail customer's April monthly billing period reflects usage that was provided on or before March 31 because that is the retail customer's regularly scheduled meter reading date for the April monthly billing cycle.

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 197)

BILLING AND PAYMENT (CONTINUED)

CONTINUING ELECTRIC SERVICE (CONTINUED).

Electronic Billing

A retail customer may voluntarily elect to be billed through a paperless electronic billing system using standard forms and protocols established and maintained by the Company. In administering this electronic billing option, the Company does not send such retail customer paper bills. Required information that otherwise accompanies a paper bill is transmitted to such retail customer electronically, or the Internet link access to such information is transmitted electronically to such retail customer. Any applicable disconnection notice continues to be sent to such retail customer via United States mail. The Company may utilize unaffiliated third parties to electronically transmit bills to such retail customer. The Company is not responsible for any loss resulting from such retail customer's election to receive bills electronically, including but not limited to, any loss associated with damage to the retail customer's computer equipment or facilities and any loss associated with a third party's unauthorized use of such retail customer's information. Either the Company or such retail customer may, upon thirty (30) days notice to the other party, terminate electronic transmission of bills without any liability to the terminating party resulting from such termination, and without affecting such retail customer's obligation to pay all amounts due the Company. In such event, the Company begins to issue paper bills via United States mail to such retail customer as soon as reasonably practical. The Company reserves the right to determine whether or not a retail customer is eligible to be billed through its paperless electronic system. The provisions of this Electronic Billing subsection are not applicable to a retail customer that receives bills for electric service from a RES pursuant to Rider SBO.

Measurement of Energy and Demand

Generally, on a monthly billing period basis, the Company measures the electricity, in kWhs, provided to a retail customer, and as applicable, the maximum demand established by such retail customer, which is the maximum thirty (30) minute rate, in kW, at which electricity is provided to such retail customer and the MKD established by such retail customer. These measurements are applied, as applicable, to unit charges included in the Company's tariffs on file with the ICC to develop monthly charges applicable to such retail customer.

For a situation in which the demand register for a metering installation is an interval demand recording register, the thirty (30) minute periods over which electricity is measured begin at either the beginning of the hour (XX:00) or at the half-hour (XX:30) and end thirty (30) minutes later at (XX:30) or (XX+1:00), respectively.

For a situation in which there are two (2) or more watt-hour metering installations at a retail customer's premises, the kWhs provided to such retail customer are determined by adding together the kWhs metered at each such metering installation.

For a situation in which the Company elects to provide no metering installation in the provision of electric service to a nonresidential retail customer because such retail customer uses electric service on a continuous or regularly scheduled basis that does not exceed two (2) kW, the kWhs provided to such retail customer during a monthly billing period are determined by multiplying the total rated or nameplate wattage of the retail customer's electrical equipment by the hours such equipment is operated during the monthly billing period, and dividing such product by one thousand (1,000).

(Continued on Sheet No. 199)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 198)

BILLING AND PAYMENT (CONTINUED)

CONTINUING ELECTRIC SERVICE (CONTINUED).

Measurement of Energy and Demand (Continued)

For a situation in which the Company elects to provide no metering installation in the provision of electric service to a nonresidential retail customer because such retail customer uses electric service for qualifying CATV facilities, the kWhs provided to such retail customer are initially based upon 50% of the nameplate wattage of the retail customer's CATV transformers connected to the Company's system, but are subsequently able to be determined by test at the Company's option or upon the request of such retail customer. The Company must conduct such test within a reasonable period of time, based upon the number of CATV facilities to be tested, after receiving the request for such test. The kWhs provided to such retail customer as determined by such test, are used prospectively only, beginning with the monthly billing period following the test and continuing until changed by a subsequent test or other appropriate data.

For a situation in which there are two (2) or more interval demand recording metering installations at a retail customer's premises, the demand established by such retail customer in any thirty (30) minute period is determined by adding together the separate demands established at each metering installation during such thirty (30) minute period. Notwithstanding the provisions of the previous sentence, for a situation in which the demand register for a metering installation is not an interval demand recording register, the demand established at such metering installation in each thirty (30) minute period of any monthly billing period is assumed to be the same as the highest demand established in any thirty (30) minute period of such monthly billing period.

(Continued on Sheet No. 200)

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 199)

BILLING AND PAYMENT (CONTINUED)

CONTINUING ELECTRIC SERVICE (CONTINUED).

Measurement of Energy and Demand (Continued)

For a situation in which either the Dusk to Dawn Lighting Delivery Class or the General Lighting Delivery Class is applicable to a retail customer, the kWhs furnished to such retail customer in a monthly billing period is normally determined on the basis of (a) the rated wattage of the light sources and auxiliaries connected at the beginning of such monthly billing period, (b) divided by one thousand (1,000), and (c) multiplied by either (1) the average monthly burning hours, with such average computed over a twelve (12) monthly billing period timeframe, or (2) the burning hours in such monthly billing period, as applicable. The retail customer must give the Company prior written notice of changes in the wattage and operating schedules of electrical equipment for which the Company is providing electric service. The Company has the right from time to time to inspect and make tests of such retail customer's electrical equipment to confirm the values used in the determination of such kWhs. For a situation in which it is not practical to determine the kWhs provided to the retail customer in the aforementioned manner, such kWhs are determined on the basis of a representative test, by metering, or by another reasonable method.

For a situation in which the Fixture-Included Lighting Delivery Class is applicable to a retail customer, the kWhs provided to such retail customer during a monthly billing period is determined on the basis of (a) the rated wattage of the light sources and auxiliaries connected at the beginning of such monthly billing period, (b) divided by one thousand (1,000), and (c) multiplied by the average monthly burning hours, with such average computed over a twelve (12) monthly billing period timeframe.

For a situation in which a retail customer installs, owns, and maintains its own metering equipment for purposes of demand control or other reasons and such metering equipment is in parallel with the Company's meter-related facilities, only the Company's meter-related facilities are used for the measurement of electricity delivered to and demand established by such retail customer.

For a situation in which a retail customer installs, owns, and maintains its own metering equipment for purposes of demand control or other reasons and such metering equipment is in parallel with an MSP's metering equipment that is installed, owned, operated, and maintained in accordance with Rate RDS and Rate MSPS, only the MSP's metering equipment is used for the measurement of electricity delivered to and demand established by such retail customer.

The kWhs, and kW as applicable, delivered to two or more noncontiguous premises are not combined for billing purposes except for a retail customer (a) to which the Railroad Delivery Class is applicable, (b) to which the General Lighting Delivery Class is applicable, or (c) that uses electric service for dusk to dawn public street lighting.

(Continued on Sheet No. 201)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 200)

BILLING AND PAYMENT (CONTINUED)

CONTINUING ELECTRIC SERVICE (CONTINUED).

Measurement of Energy and Demand (Continued)

In providing energy and demand measurements to a RES for a retail customer for which such RES provides electric power and energy supply service, the Company provides information with respect to the sixty (60) minute demands established by such retail customer in the following manner, as applicable:

- a. For a situation in which an interval demand recording metering installation is provided for such retail customer, the average of the interval demand recording meter's data for the two (2) thirty (30) minute intervals within each hour is used to determine such sixty (60) minute demand.
- b. For a situation in which no metering installation or a metering installation that does not have an interval demand recording register is provided for the retail customer, the sixty (60) minute demands established by the retail customer are statistically derived utilizing the load profile applicable to the retail customer, as such profile may be adjusted or modified pursuant to the Company's standard methodology for determination of load profiles, and the kWhs delivered during the monthly billing period, as determined for such retail customer or measured via such metering installation, as applicable.
- c. For a situation in which two (2) or more metering installations are provided for such retail customer, the demand established by such nonresidential retail customer in any sixty (60) minute period is determined by adding together the separate demands determined for each metering installation, in accordance with the aforementioned items (a) and (b), during such sixty (60) minute period.

HISTORICAL BILLING AND USAGE INFORMATION.

Information regarding the retail customer's historical billing and usage data is provided in accordance with the Company's standard procedures, practices, and policies for the provision of such information to the retail customer or to an entity properly authorized by the retail customer to receive such data.

OTHER BILLING PROVISIONS.

Facilities Related Billing Provisions

For a situation in which a retail customer does not provide the Company continued access to Company facilities located on such retail customer's premises in accordance with the provisions in the Access to Premises section of the Service Application, Commencement, and Continuation part of these General Terms and Conditions, and the Company incurs additional costs in operating, maintaining, or replacing such facilities due to such inability to gain access, the Company charges such retail customer for such additional costs incurred.

For a situation in which a direct burial secondary service connection installed by the Company for the owner of a multiple residential occupancy building containing fewer than four (4) individual occupancy premises requires replacement with a primary service connection because of insufficient capacity, the Company charges such owner in accordance with the Company's applicable charges, to make such replacement.

(Continued on Sheet No. 202)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 201)

BILLING AND PAYMENT (CONTINUED)

OTHER BILLING PROVISIONS (CONTINUED).

Facilities Related Billing Provisions (Continued)

For a situation in which a retail customer requires temporary service, the Company may elect to use applicable flat rate charges, rather than charging in accordance with Rider NS - Nonstandard Services and Facilities (Rider NS), for providing the nonstandard services and facilities necessary to provide such temporary service, provided such flat rate charges do not exceed the Company's unit costs for such services and facilities.

For a situation in which a retail customer requests seasonal service, the Company may elect to use applicable flat rate charges, rather than charging in accordance with Rider NS, for providing the nonstandard services and facilities necessary to provide such seasonal service, provided such flat rate charges do not exceed the Company's unit costs for such services and facilities. In addition, the Company charges the retail customer an amount equal to the sum of the applicable Customer Charges for the monthly billing periods during which electric service is disconnected. Reconnection is not performed until the retail customer pays such amount to the Company.

In the provision of nonstandard additional facilities for fixture-included lighting installations used by the retail customer for private outdoor lighting purposes, the Company provides such facilities at a monthly charge of 2.1% of the Company's cost to furnish and install such facilities. In determining the amount of such monthly charge, the Company may use unit prices for such facilities as the cost base, provided that such unit prices are at or below the Company's average unit costs for such facilities.

For a situation in which the Company provides a fixture-included lighting unit for a retail customer that uses such lighting unit for private outdoor lighting purposes, and such lighting unit is removed from service at such retail customer's request after a period of time that is less than twenty-four (24) months following the installation of such lighting unit, the Company has the right to charge such retail customer (a) the applicable Distribution Facilities Charge, as described in Rate RDS, for such unit, multiplied by (b) the difference between twenty-four (24) and the number of months that the unit was in place.

(Continued on Sheet No. 203)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 202)

BILLING AND PAYMENT (CONTINUED)

OTHER BILLING PROVISIONS (CONTINUED).

Facilities Related Billing Provisions (Continued)

In the provision of nonstandard additional facilities for fixture-included lighting installations used by the retail customer for public street lighting purposes, the Company provides such facilities at either (a) a monthly charge of 2.1% of the Company's cost to furnish and install such facilities, or (b) a lump sum payment prior to installation equal to the Company's cost to furnish and install such facilities plus a monthly charge of 0.9% of such cost to furnish and install such facilities. In determining the amount of such monthly charge, the Company may use unit prices for such facilities as the cost base, provided that such unit prices are at or below the Company's average unit costs for such facilities. The retail customer for which such nonstandard facilities are provided must elect one of the payment methods described in the aforementioned items (a) and (b). Notwithstanding the previous provisions of this paragraph, the retail customer may elect to furnish such facilities itself. In the event of such election, the Company charges such retail customer a monthly charge of 0.9% of the cost that would be incurred by the Company to furnish and install comparable facilities.

Interruption of Service

A retail customer is entitled to a reduction in monthly billing charges for electric service equal to the applicable Customer Charge for any monthly billing period in which electric service to such retail customer is interrupted for a period of at least twelve (12) consecutive hours due to (a) a malfunction of Company equipment not caused by weather or the actions of a RES or an MSP; (b) an error by a Company employee or Company contractor; (c) an accident involving a Company employee or Company contractor; (d) damage to Company equipment caused by a Company employee or Company contractor; or (e) overloaded Company distribution equipment not caused by retail customer negligence. If the duration of any such interruption resulting from any of the causes identified in items (a) through (e) is at least twenty-four (24) consecutive hours, or if there is more than one such interruption of at least twelve (12) consecutive hours in a monthly billing period, the retail customer is entitled to an additional reduction in monthly billing charges equal to the applicable Customer Charge for such monthly billing period multiplied by the number of increments of twelve (12) consecutive hours of interruption in excess of the first such twelve (12) consecutive hours. In applying this provision in a monthly billing period in which the applicable Customer Charge changes, the Customer Charge in effect at the start of the outage in question is used. The reduction described in this paragraph does not include charges billed to the retail customer in accordance with the provisions of Rider RCA - Retail Customer Assessments (Rider RCA), and the billing charges continue to include charges applied to the retail customer in the monthly billing period in accordance with Rider RCA.

For a situation in which service for a fixture-included lighting unit is interrupted, the affected retail customer notifies the Company of the interruption promptly, and the Company does not restore service to such unit within seven (7) days after such notification, the Company must make a pro rata abatement of the billing charges for the period of the interruption on the retail customer's monthly bill.

(Continued on Sheet No. 204)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 203)

BILLING AND PAYMENT (CONTINUED)

OTHER BILLING PROVISIONS (CONTINUED).

CATV Power Supply Test Fee

For a situation in which a retail customer uses electric service for CATV facilities, the Company is entitled to test the electric demand and usage of each such power supply location one (1) time each year and charge such retail customer a CATV Power Supply Test Fee for each such test. For a situation in which such retail customer requests the Company to perform such test, the Company charges such retail customer the CATV Power Supply Test Fee for each requested test.

Notwithstanding the provisions of the previous sentence, for a situation in which the results of a requested test disclose that the CATV facilities at a location require fewer kWhs each month than are being used for billing, the CATV Power Supply Test Fee is waived.

The CATV Power Supply Test Fee equals \$97.00.

Deposits

The Company has the right, in accordance with the provisions of 83 Illinois Administrative Code, as in effect from time to time, to require the retail customer to pay a deposit to establish or maintain credit.

Duplicate Information Fee

For a situation in which a retail customer or a GAA, acting on behalf of a retail customer, requests and receives a duplicate copy of a bill, communication, or other information about such retail customer, the Company charges the retail customer a Duplicate Copy Fee for each duplicate copy provided. Notwithstanding the provisions of the previous sentence, no fee applies to a duplicate copy sent by regular United States mail in accordance with the provisions of 83 Illinois Administrative Code. The Company has no obligation to provide a duplicate copy of information that is not readily available or for other appropriate reasons. The Company may elect to provide a duplicate copy electronically or by regular United States mail.

The Duplicate Copy Fee equals \$6.00.

Interval Data Fee

For a situation in which the Company provides interval demand recording metering installations for a retail customer, such retail customer may submit to the Company an authorized request to receive historical thirty (30) minute interval data, if available, for up to the previous twenty four (24) monthly billing periods. A separate request must be made for each such metering installation. The Company charges the retail customer the Interval Data Fee for each such request, and in exchange for payment of such fee, provides the thirty (30) minute interval data for a single interval demand recording metering installation.

The Interval Data Fee equals \$22.00.

(Continued on Sheet No. 205)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 204)

BILLING AND PAYMENT (CONTINUED)

OTHER BILLING PROVISIONS (CONTINUED).

Invalid Payment Fee

For a situation in which a retail customer pays for any service rendered by the Company with a check or any other negotiable instrument, including an electronic payment made pursuant to the Company's electronic payment provisions, such payment is not honored, and such payment is returned or charged back to the Company by such retail customer's financial institution due to any reason except error of such institution, the Company charges the retail customer an Invalid Payment Fee for each such invalid payment.

The Invalid Payment Fee equals \$15.00.

Reconnection Fee

For a situation in which (a) the Company disconnects electric service to a retail customer in accordance with the provisions of 83 Illinois Administrative Code; (b) electric service to such retail customer is subsequently restored in an unauthorized manner; (c) the Company performs a second disconnection of electric service to the retail customer; and (d) such retail customer subsequently requests reconnection of electric service after meeting all other requirements for reconnection, the Company charges and receives payment of the Reconnection Fee from such retail customer prior to reconnecting electric service.

The Reconnection Fee equals \$38.00.

PAYMENT PROVISIONS.

A retail customer must pay the Company for the amounts charged to such retail customer by the Company for electric service provided to such retail customer. Such payments are to be in accordance with the provisions of this Payment Provisions section and applicable sections of 83 Illinois Administrative Code. A retail customer may elect to make payments electronically. However, the Company is not responsible for any loss resulting from such retail customer's election to pay bills electronically, including but not limited to, any loss associated with damage to such retail customer's computer equipment or facilities and loss associated with a third party's unauthorized use of such retail customer's information.

Due Dates

Charges assessed by the Company to recover the costs of providing nonstandard services and facilities must be paid to the Company in total prior to installation, replacement, relocation, or removal, as applicable. In the event that the retail customer fails to receive or pay a bill prior to the provision of such nonstandard services and facilities through a mistake or otherwise, the Company does not waive its right to receive payment, and the retail customer remains obligated to pay for such nonstandard services and facilities.

Payment for charges assessed on a bill issued to a RES or an MSP is due fourteen (14) days after the billing date.

(Continued on Sheet No. 206)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 205)

BILLING AND PAYMENT (CONTINUED)

PAYMENT PROVISIONS (CONTINUED).

Due Dates (Continued)

Payment for charges assessed on a monthly bill for electric service issued by the Company, or by a RES pursuant to Rider SBO, as applicable, is due to be received by the Company on or before the Company's due date shown on the bill. The due date is a fixed number of days after the billing date.

Payment for charges assessed on a monthly bill for electric service issued to a residential retail customer is twenty-one (21) days after the billing date. The Company extends a due date, as required, in accordance with 83 Illinois Administrative Code by up to ten (10) days for a residential retail customer in a situation as specified in such Code.

Payment for charges assessed on a monthly bill for electric service issued to a retail customer designated as a local governmental agency or a qualifying school is sixty (60) days after the billing date. For the purpose of determining the due date of a monthly bill for electric service, a retail customer is designated as a local governmental agency if such retail customer is a nonfederal governmental agency using electric service for a governmental purpose at its premises.

Payment for charges assessed on a monthly bill for electric service issued to a retail customer designated as a federal governmental agency is forty-five (45) days after the billing date.

Payment for charges assessed on a monthly bill for electric service issued to a retail customer to which none of the three (3) preceding paragraphs is applicable is fourteen (14) days after the billing date.

Notwithstanding the previous provisions of this Due Dates subsection with respect to monthly due dates for retail customers, an entity responsible for five (5) or more retail customer premises may, upon written request to the Company, have a single day in each month designated as the due date for the payment of bills for all such premises, with such day, the Common Due Date, selected by the Company. All such bills are due on the Common Due Date. An entity with a Common Due Date receives a summary, the Summary Statement, of the charges for each premises for which the entity requested the Common Due Date, along with separate individual detailed bills for each such premises. Such entity may voluntarily elect to (a) receive the Summary Statement and the detailed bills in an electronic format in lieu of receiving such Summary Statement and bills in a paper format, or (b) receive only the Summary Statement. If the entity elects option (b), the detailed bills associated with a Summary Statement, in either electronic or paper format as elected by the entity, are made available to such entity upon request for a period of two (2) years after the issuance of such Summary Statement.

(Continued on Sheet No. 207)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 206)

BILLING AND PAYMENT (CONTINUED)

PAYMENT PROVISIONS (CONTINUED).

Due Dates (Continued)

For a situation in which the due date is a Saturday, a Sunday or a day designated as a holiday by the NERC, such due date is automatically extended to include the first full business day following such Saturday, Sunday, or holiday.

Except as provided in Rider SBO, the Company accepts a payment remitted by mail as timely paid if such mailed payment is received by the Company within two (2) full business days following the due date.

For a situation in which a retail customer, RES, or MSP, as applicable, files an objection to a bill issued by the Company to such retail customer, RES, or MSP; such objection is filed prior to the bill's due date; and an investigation of such objection by the Company is required, the Company accepts payment of the charges assessed in such bill as payment in full if such payment is made prior to the bill's due date or within fourteen (14) days after the retail customer, RES, or MSP is notified of the results of such investigation.

Late Payment Charges

For a situation in which the Company does not receive payment in full for charges assessed on a bill on or before the due date shown on such bill, the amount not received by the Company on or before such due date is subject to a late payment charge. The late payment charge for a monthly billing period is equal to the following applicable percentage multiplied by the sum of (a) the portion of the bill from the immediately previous monthly billing period that is unpaid as of the due date, and (b) any unpaid amounts from monthly billing periods prior to the immediately previous monthly billing period, including previously assessed late payment charges. The applicable percentage for a local governmental agency or a qualifying school is one percent (1.0%). The applicable percentage for any other retail customer, RES, or MSP is one and one-half percent (1.5%).

* For a residential retail customer, the Company waives the assessment of a late payment charge for one monthly billing period in each calendar year. However, the Company reassesses the late payment charge if the amount for which such charge was waived remains unpaid thirty (30) days following the due date of such amount. No waiver of late payment charges is granted to any other retail customer, RES, or MSP, except those provided in accordance with applicable retail customer assistance programs.

The Company may require a retail customer to make a cash payment in the form of United States currency, postal money order, or certified check, following the issuance of a Final Notice Prior to Disconnection for a past due bill if such retail customer previously rendered payment for any portion of a past due bill with an invalid check or invalid electronic payment.

Budget Plan

A budget payment plan is available to a retail customer that receives bills for electric service that fluctuate substantially over an annual period. Such plan is provided in accordance with 83 Illinois Administrative Code and is designed to permit such retail customer to equalize monthly payments as much as practical. Late payment charges are not applicable to budget plan payments. The Company reserves the right to terminate the provision of the budget payment plan to a retail customer that fails to meet the payment requirements of the budget payment plan.

(Continued on Sheet No. 208)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 207)

BILLING AND PAYMENT (CONTINUED)

PAYMENT PROVISIONS (CONTINUED).

Payments by the Company

For a situation in which the Company requires a retail customer to accept a change in the voltage entering the retail customer's premises to permit the Company to serve the retail customer more economically, the Company is responsible for the cost of facilities required to accommodate such change in accordance with the following rules:

1. The Company's responsibility is limited to facilities used to provide electric service to such retail customer in accordance with the highest MKD established by such retail customer within three (3) years prior to the Company's requirement for the change in voltage. Such demand is designated as the cost basis demand.
2. The retail customer is responsible for all costs associated with facilities required to solely serve any additional expected or proposed electric power and energy requirements or facilities with incidental usefulness for the cost basis demand.
3. The responsibility for costs associated with facilities required to serve such cost basis demand and additional expected or proposed electric power and energy requirements of the retail customer are shared by the Company and the retail customer. The Company's percentage share of such responsibility is equal to (a) the cost basis demand taken as a percentage of (b) the sum of the cost basis demand and the retail customer's additional expected or proposed electric power and energy requirements at such location.
4. Notwithstanding the aforementioned provisions in item (1), item (2), and item (3), the retail customer is responsible for the installation, ownership, and maintenance of such retail customer's facilities.
5. All costs are determined based upon the most economical service plan, as determined by the Company.
6. All cost computations include appropriate allowances for salvage available from facilities on the retail customer's premises to be replaced. In lieu of paying the retail customer for the cost of facilities that the retail customer requires for electric service at existing points of delivery, the Company may transfer to the retail customer, in serviceable condition, facilities on such retail customer's premises previously used by the Company to provide such service.
7. No payment is made by the Company for land required for placement of facilities.
8. The retail customer remains responsible for any charges assessed in the provision of nonstandard services and facilities.

(Continued on Sheet No. 209)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 208)

DISCONNECTION AND RECONNECTION

BILLING AND PAYMENT ISSUES.

- * The Company has the right to discontinue electric service to a retail customer and to remove Company facilities from such retail customer's premises upon prior written notice given in accordance with the provisions of 83 Illinois Administrative Code and the Act for a situation in which (a) charges for electric services or facilities provided to such retail customer are in arrears, or (b) such retail customer fails to make or increase a deposit or make payment under the terms of a deferred payment agreement, or (c) such retail customer fails to comply with an ICC ruling or with any terms and conditions of the Company on file with the ICC. The retail customer can avoid disconnection of electric service, or request reconnection of electric service that has been disconnected if such retail customer pays to the Company (1) the total amounts due to the Company or (2) such other amount as deemed sufficient in accordance with applicable retail customer assistance programs.

The Company has the right to discontinue electric service to a retail customer and to remove Company facilities from such retail customer's premises upon prior written notice given in accordance with the provisions of 83 Illinois Administrative Code and the Act for a situation in which the Company discovers evidence of tampering with any meter or the wiring leading from the Company's service connection to any meter with the effect of reducing the registration of such retail customer's demand or energy use. The retail customer can avoid disconnection of electric service, or request reconnection of electric service that has been disconnected, due to tampering if such retail customer pays to the Company the total of the following amounts, as determined applicable by the Company, within the time period permitted for discontinuance of electric service in 83 Illinois Administrative Code: (a) the amount of Company revenue loss attributable to such tampering with such amount determined in accordance with 83 Illinois Administrative Code, or if such section is not applicable, by means of historical or test data; (b) a cash deposit in an amount determined in accordance with 83 Illinois Administrative Code if such retail customer does not currently have a cash deposit in an appropriate amount on file with the Company; (c) expenses incurred by the Company to replace or repair its facilities that were affected by such tampering, and (d) expenses incurred by the Company to prepare and issue a bill for the electric service provided to the retail customer that was previously unbilled due to such tampering. Notwithstanding the previous provisions of this paragraph, the Company does not require the retail customer to pay the cash deposit specified in item (b) or the expenses specified in items (c) and (d) for a situation in which the Company's investigation of the tampering establishes that an unrelated predecessor retail customer performed the tampering or caused it to be performed.

(Continued on Sheet No. 210)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 209)

DISCONNECTION AND RECONNECTION (CONTINUED)

BILLING AND PAYMENT ISSUES (CONTINUED).

The Company promptly reconnects electric service that has been disconnected in accordance with the provisions of either of the two previous paragraphs after the retail customer fulfills the obligations set forth in such paragraphs and pays the Reconnection Fee described in the Reconnection Fee subsection of the Other Billing Provisions section of the Billing and Payment part of these General Terms and Conditions, as applicable. The Company's right to perform such disconnection of electric service is subject to the provisions of 83 Illinois Administrative Code.

The Company reserves the right to disconnect a retail customer for which a RES is providing billing of the Company's delivery service if the Company does not receive payment for the tariffed services provided by the Company to such retail customer in the same manner in which the Company would be entitled to receive payment if the Company had billed for such services itself.

SAFETY ISSUES.

The Company reserves the right to disconnect electric service to a retail customer at the request of fire or law enforcement agencies, or in the event the Company determines that there is an imminent physical danger to such retail customer's premises, structures or facilities located at or near such premises, or individuals located at or near such premises, and the disconnection of electric service is necessary to alleviate such danger.

For a situation in which a governmental authority requires the Company to disconnect electric service to a retail customer because of a violation of such authority's electric, safety, or other local code, the Company restores electric service to such retail customer only upon approval by the governmental authority.

(Continued on Sheet No. 211)

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Issued by A. R. Pramaggiore, Exec. Vice President
Post Office Box 805379
Chicago, Illinois 60680-5379

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 210)

DISPUTE RESOLUTION

A dispute between the Company and a retail customer, an applicant for electric service, a developer of retail customer premises, a RES, or an MSP that involve the performance, breach, or alleged breach of any obligation under the Company's Schedule of Rates, or under any contract entered into in accordance with such Schedule of Rates, may be resolved through applicable alternative dispute resolution procedures as provided in the Company's Alternative Dispute Resolution Procedures, copies of which are maintained by the Company in its public files and which are available for inspection on the Company's website and at certain Company business offices.

(Continued on Sheet No. 212)

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 211)

ELECTRIC ENERGY CONTINGENCY PLAN

The provisions of this Electric Energy Contingency Plan part are implemented in the event of shortages of electric power and energy arising from long-term energy or capacity shortages. The provisions do not apply in the event of short-term shortages of adequate capacity to meet loads during emergency conditions of only a few hours' duration, and in any event do not prevent the Company, and/or PJM, from taking whatever steps are necessary, at any time, in whatever order, and with or without notice, to preserve the integrity of the electric delivery system located in the Company's service territory and the interconnected transmission network.

In the event of any such developing long-term shortage of electric power and energy, the Company and/or PJM first takes steps deemed appropriate to obtain additional sources of electric power and energy and the Company applies any appropriate electric power and energy conservation measures to its own operation, to the extent possible, without reducing personnel and system efficiency. The Company also, to the extent possible, employs voltage reductions, as directed by PJM, that do not intentionally exceed eight percent (8%) to reduce energy use, and to the extent permitted by applicable tariff provisions, require retail customers with interruptible or curtailable electric service provisions to reduce their electrical consumption. If practical, the Company notifies its retail customers by appropriate media announcements twenty-four (24) hours in advance of any planned nominal voltage reduction in excess of five percent (5%).

If the preceding measures are inadequate or are likely to be inadequate in alleviating the electric power and energy shortage, the Company notifies the Office of the Chief Clerk of the ICC and the ICC's Energy Division, Engineering Section of the present status of the shortage, measures that have been taken by the Company and/or PJM, what the Company and/or PJM plans to do, and what the public can do on a voluntary basis to alleviate the shortage. The Company may, if it believes appropriate, and before or after such notice to the ICC, survey some or all of its largest nonresidential retail customers to determine if any such retail customers are planning a reduction in electricity use for other reasons, and what other measures could be taken to reduce such electricity use. The Company may, but only after twenty-four (24) hour advance notice to the ICC, make public appeals for voluntary curtailment of electricity use. Any means of communication that the Company believes appropriate, ranging from mass media to individual retail customer contact, may be employed, and the Company may make appropriate suggestions to the public concerning measures that can be taken to reduce electricity use.

(Continued on Sheet No. 213)

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 212)

ELECTRIC ENERGY CONTINGENCY PLAN (CONTINUED)

If the aforementioned measures fail to alleviate the shortage of electric power and energy, the Company, upon twenty-four (24) hour notice to the ICC, implements a plan of mandatory curtailment. In implementing such mandatory curtailment plan as directed by PJM, the Company (a) publicly notifies retail customers of the required curtailment amount via media communications it considers appropriate; (b) individually notifies each retail customer with a demand for electric power of at least 1,500 kW of the required curtailment amount via telephone, with confirmation in writing; and (c) provides a list of such individually notified retail customers to the ICC. Such required curtailment amount is expressed as a percentage of electricity use for an appropriate base period that preceded appeals for voluntary curtailment. The Company's initial notice of mandatory curtailment cannot set the required curtailment amount in excess of thirty percent (30%). However, if the Company and/or PJM subsequently determines that a greater required curtailment amount than that initially specified is necessary, it notifies retail customers of such greater required curtailment amount after providing twenty-four (24) hour notice to the ICC. Any such subsequent notification is implemented in accordance with the communication mechanisms used for the initial notification.

Notwithstanding any other provision in the Company's Schedule of Rates or 83 Illinois Administrative Code, if a retail customer does not comply with a mandatory curtailment of electricity use such retail customer is subject to disconnection of electric service, upon forty-eight (48) hours notice to such retail customer and to the ICC's Energy Division, Engineering Section. Such disconnection is effective for the duration of the period of mandatory curtailment, unless the retail customer presents a plan for compliance and complies with the mandatory curtailment then in effect. The ICC's Energy Division, Engineering Section is notified of the restoration of electric service to each retail customer disconnected for failure to comply with the required mandatory curtailment. Notwithstanding the previous provisions of this paragraph, curtailment is not required to the extent that it seriously jeopardizes essential services as described in this Electric Energy Contingency Plan part.

As a part of any plan of mandatory curtailment the Company may implement a plan of rotating interruptions of its distribution system circuits after providing twenty-four (24) hours notice to the ICC. Such rotating interruptions should avoid interruption of circuits providing electric service for essential services, to the extent necessary and practical. Such rotating interruptions are limited to no more than three (3) hours at a time and to no more than nine (9) hours per day for any circuit. To the extent possible, the Company provides advance notification to retail customers via public media of the times at which electric service may be interrupted. The Company must maintain a current record of retail customer premises at which respirators, kidney dialysis units, and other similar life support equipment dependent upon electricity are used, and to the extent possible avoid interruption of electric service to such retail customers unless prior precautions to protect their health and safety have been taken.

(Continued on Sheet No. 214)

GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 213)

ELECTRIC ENERGY CONTINGENCY PLAN (CONTINUED)

As used in this Electric Energy Contingency Plan part, essential services are those services or activities requiring the use of electricity for the protection of the public health, safety, or security, or to aid in alleviating the electricity shortage. A retail customer providing essential services is exempt from mandatory curtailment requirements only to the extent necessary to provide those services, and is not necessarily exempt from inclusion in a plan of rotating interruptions of distribution system circuits. Such inclusion may, for example, occur because the Company has no knowledge that such retail customer is connected to a particular circuit or because the importance of interrupting a particular circuit in order to distribute more fairly the burden of achieving needed curtailment outweighs the importance of uninterrupted provision of electricity to any such retail customer on such circuit. A retail customer located at a premises with facilities included in the following list is considered to be providing essential services:

1. facilities providing life support services, including but not limited to, a) hospitals, b) convalescent homes, or c) locations at which respirators, kidney dialysis units, and other similar equipment are used;
2. facilities providing national, state, or local security services, including but not limited to a) missile sites, b) defense communication network centers, c) civil defense facilities, d) prisons, or e) other governmental facilities essential for national defense or emergency services;
3. facilities providing public health and safety services, including but not limited to a) law enforcement and fire control facilities, b) traffic signal and control and highway lighting facilities, c) public utility facilities, including those providing electricity, natural or manufactured gas, garbage collection, water, and sewage disposal, d) operation, guidance control, and navigation facilities for public transportation and shipping, including rail, mass transit, and commercial air and water transportation, e) communication facilities, including telephone, telegraph, radio, and television, or f) medical and food supply facilities;
4. facilities used in the production and distribution of energy resources, including but not limited to a) coal mining and transportation facilities, b) facilities for the production, storage and distribution of natural or manufactured gas and petroleum fuels, c) facilities for the production, transmission and distribution of electricity, d) construction of facilities that would aid in alleviating the instant electricity shortage.

Notwithstanding the previous provisions of this paragraph, the listing of facilities engaged in providing essential services is subject to change by the ICC.

(Continued on Sheet No. 215)

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GENERAL TERMS AND CONDITIONS

(Continued from Sheet No. 214)

MISCELLANEOUS GENERAL PROVISIONS

No agent has the authority to amend, modify, waive or alter any provision or terms under which the Company provides electric service. Nor does any such agent have the authority to bind the Company by making any promises or representations.

A retail customer to which the Self-Generating Customer Group is applicable must indemnify the Company and the Company's other retail customers against any liability for personal injury or property damage arising from or created by the interconnection or operation of such retail customer's electric generating facilities. Such retail customer must also indemnify the Company against any and all loss resulting from electric power and energy demands established by such retail customer in excess of the capacity of the Company's distribution facilities furnished in accordance with the provisions of the contract under which the Company provides electric service to such retail customer.

In the event the Company cannot provide electric power and energy to retail customers due to an event in which the combined requirements of all transmission services commitments exceed the available transfer capability of the transmission system, transmission services will be curtailed in accordance with applicable curtailment procedures.

The information and requirements contained in the Company's Schedule of Rates set forth the general conditions under which the Company provides electric service. In the event a condition arises which is not specifically covered in the Company's Schedule of Rates, it is the retail customer's, applicant's, RES's, or MSP's responsibility, as applicable, to obtain information from the Company in order to determine applicable requirements.

Information relative to subject matters addressed in the Company's Schedule of Rates may be obtained from the Company by telephone, by mail, or in person at the Company's business offices.

BILL FORMAT

* Pursuant to the requirements set forth in 83 Illinois Administrative Code, Part 410, Standards of Service for Electric Utilities and Alternative Retail Electric Suppliers, Section 410.210, Information to Customers, subsection (c), the Company must file with the Illinois Commerce Commission (ICC) a bill format complying with the requirements of subsection (a) of such Section 410.210, as further modified by the ICC Order in Docket No. 09-0409 which provides a waiver to the Company from subsection 410.210(a)(5). The sample bills included in this Bill Format tariff are organized as follows:

<u>Description</u>	<u>Sheet Number</u>
Residential Retail Customer Bill:	
Bundled Electric Service	217
Delivery Service.....	218
Nonresidential Retail Customer Bill:	
Bundled Electric Service	219
Delivery Service.....	220
Bundled Electric Service with Hourly Pricing	221

These sample bills comply with such 83 Illinois Administrative Code and are illustrative of the Company's bills issued to residential and nonresidential retail customers. The bills shown in this Bill Format tariff are only representative and consequently do not show all possible items that could appear on retail customers' bills for electric service. The dates and values shown are for illustration only and differ from those shown on actual bills.

Notwithstanding the provisions of this Bill Format tariff, retail customers that voluntarily elect, as provided in the Electronic Billing subsection of the Continuing Electric Service section of the Billing and Payment part of the Company's General Terms and Conditions, to be billed electronically in lieu of receiving a paper bill, are provided with substantially the same information shown in the sample bills in this Bill Format tariff, in a different format that is suitable for viewing on a computer. Bill inserts and related information are also available electronically to such retail customers. In addition, some retail customers for which the Company provides delivery service may receive charges for such delivery service on bills issued to such retail customers for other services supplied to such retail customers by Retail Electric Suppliers (RESs).

(Continued on Sheet No. 217)

BILL FORMAT

(Continued from Sheet No. 216)

* RESIDENTIAL RETAIL CUSTOMER BILL: BUNDLED ELECTRIC SERVICE.

ComEd
An Edison Company

www.comed.com

Customer Service / Power Outage
English
1-800-EDISON1 (1-800-334-7661)
Español
1-800-95-LUCES (1-800-955-8237)
Hearing/Speech Impaired
1-800-572-5789 (TTY)

Your Usage Profile
13-Month Usage (Total kWh)

Month	kWh
Feb-09	425
Mar-09	825
Apr-09	850
May-09	830
Jun-09	545
Jul-09	510
Aug-09	375
Sep-10	555
Oct-10	565
Nov-10	225
Dec-10	270
Jan-10	305
Feb-10	257

Month Billed	Average Daily kWh	Temp
Last Year	14.4	66
Last Month	9.0	89
Current Month	8.6	86

Page 1 of 2
Account Number 000000000

Name CUSTOMER NAME
Service Location SERVICE ADDRESS
Phone Number 555-123-4567
Issue Date February 11, 2010

Bill Summary	
Previous Balance	\$36.16
Total Payments - Thank You	\$36.16
Amount Due on March 5, 2010	\$36.83

Meter Information								
Read Date	Meter Number	Load Type	Reading Type	Previous	Meter Reading Present	Difference	Multiplier X	Usage
2/11	99999999	General Service	Total kWh	69103 Actual	69860 Actual	257	1	257

Service from 1/12/2010 to 2/11/2010 - 30 days Residential - Single

Electricity Supply Services				\$18.55
Electricity Supply Charge	257 kWh X	0.06435		16.54
Transmission Services Charge	257 kWh X	0.00602		1.55
Purchased Electricity Adjustment				0.46
Delivery Services - ComEd				\$16.74
Customer Charge				8.31
Standard Metering Charge				2.24
Distribution Facilities Charge	257 kWh X	0.02407		6.19
Taxes and Other				\$1.54
Smart Meter Program				0.09
Environmental Cost Recovery Adj	257 kWh X	0.00021		0.05
Energy Efficiency Programs	257 kWh X	0.00089		0.23
Franchise Cost	\$16.07 X	2.01000%		0.32
State Tax				0.85
Total Current Charges				\$36.83

Thank you for your payment of \$36.16 on February 3, 2010

Total Amount Due \$36.83

(continued on next page)

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CUSTOMER NAME
ANOTHER LINE
1234 ANYWHERE ST
ANYTOWN ST 12345-1234
|||

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Account Number
000000000

Payment Amount

Please pay this amount by 3/5/2010 **\$36.83**

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COMED
PO BOX 6111
CAROL STREAM IL 60197-6111

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(Continued on Sheet No. 218)

BILL FORMAT


(Continued from Sheet No. 217)

* RESIDENTIAL RETAIL CUSTOMER BILL: DELIVERY SERVICE.



www.comed.com
Customer Service / Power Outage
English
1-800-EDISON1 (1-800-334-7681)
Español
1-800-95-LUCES (1-800-955-8237)
Hearing/Speech Impaired
1-800-572-5789 (TTY)

Your Usage Profile
13-Month Usage (Total kWh)



Month	kWh
Feb-09	425
Mar-09	825
Apr-09	850
May-09	830
Jun-09	545
Jul-09	510
Aug-09	375
Sep-10	555
Oct-10	565
Nov-10	225
Dec-10	270
Jan-10	305
Feb-10	257

Month Billed	Average Daily kWh	Temp
Last Year	14.4	66
Last Month	9.0	89
Current Month	8.6	86

Page 1 of 2
Account Number 000000000

Name CUSTOMER NAME
Service Location SERVICE ADDRESS

Phone Number 555-123-4567
Issue Date February 11, 2010

Bill Summary	
Previous Balance	\$36.16
Total Payments - Thank You	\$36.16
Amount Due on March 5, 2010	\$18.28

Meter Information								
Read Date	Meter Number	Load Type	Reading Type	Previous	Meter Reading Present	Difference	Multiplier X	Usage
2/11	99999999	General Service	Total kWh	89103 Actual	89860 Actual	257	1	257

Service from 0/12/2010 to 2/11/2010 - 30 days Retail Delivery Service - Res Single


Delivery Services - ComEd			\$16.74
Customer Charge			8.31
Standard Metering Charge			2.24
Distribution Facilities Charge	257 kWh X	0.02407	6.19
Taxes and Other			\$1.54
Smart Meter Program			0.09
Environmental Cost Recovery Adj	257 kWh X	0.00021	0.05
Energy Efficiency Programs	257 kWh X	0.00089	0.23
Franchise Cost	\$16.07 X	2.01000%	0.32
State Tax			0.85

Total Current Charges \$18.28


Thank you for your payment of \$36.16 on February 3, 2010


Total Amount Due \$18.28


(continued on next page)



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008001 1 AB 0.301 0001000001000002 047 2 HD180
 CUSTOMER NAME
 ANOTHER LINE
 1234 ANYWHERE ST
 ANYTOWN ST 12345-1234



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 PO BOX 6111
 CAROL STREAM IL 60197-6111



To pay by phone call 1-800-588-9477.
A convenience fee will apply.

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Account Number
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Payment Amount

Please pay this amount by 3/5/2010 **\$18.28**

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(Continued on Sheet No. 219)

BILL FORMAT

(Continued from Sheet No. 218)

* NONRESIDENTIAL RETAIL CUSTOMER BILL: BUNDLED ELECTRIC SERVICE.

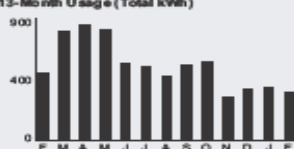


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Customer Service / Power Outage
English
1-877-4COMED1 (1-877-428-6331)
Español
1-800-95-LUCES (1-800-955-8237)
Hearing/Speech Impaired
1-800-572-5789 (TTY)

Your Usage Profile
13-Month Usage (Total kWh)



Month	kWh
Feb-09	425
Mar-09	825
Apr-09	850
May-09	830
Jun-09	545
Jul-09	510
Aug-09	375
Sep-10	555
Oct-10	565
Nov-10	225
Dec-10	270
Jan-10	305
Feb-10	257

Month Billed	Average Daily kWh	Temp
Last Year	14.4	86
Last Month	9.0	89
Current Month	8.6	86

Page 1 of 2
Account Number 0000000000

Name CUSTOMER NAME
Service Location SERVICE ADDRESS

Phone Number 555-123-4567

Issue Date February 11, 2010

Bill Summary	
Previous Balance	\$36.16
Total Payments - Thank You	\$36.16
Amount Due on February 25, 2010	\$43.30

Meter Information								
Read Date	Meter Number	Load Type	Reading Type	Previous	Meter Reading Present	Difference	Multiplier X	Usage
2/11	99999999	General Service	Total kWh	69103 Actual	69360 Actual	257	1	257
2/11	99999998	General Service	kW	7.89 Actual	8.19 Actual	0.30	1	0.30

Service from 1/12/2010 to 2/11/2010 - 30 days Commercial Demand - 0 to 100kW

Electricity Supply Services				\$18.71
Electricity Supply Charge	257 kWh X	0.06507	16.72	
Transmission Services Charge	257 kWh X	0.00596	1.53	
Purchased Electricity Adjustment			0.46	

Delivery Services - ComEd				\$22.75
Customer Charge			13.59	
Standard Metering Charge			6.73	
Distribution Facilities Charge	0.50 kW	4.86	2.43	

Taxes and Other				\$1.84
Smart Meter Program			0.40	
Environmental Cost Recovery Adj	257 kWh X	0.00021	0.05	
Energy Efficiency Programs	257 kWh X	0.00073	0.19	
Franchise Cost	\$17.45 X	2.01000%	0.35	
State Tax			0.85	

Total Current Charges \$43.30

Thank you for your payment of \$36.16 on February 3, 2010

Total Amount Due \$43.30

(continued on next page)



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ANOTHER LINE
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Account Number
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Payment Amount

Please pay this amount by 2/25/2010 \$43.30

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(Continued on Sheet No. 220)

BILL FORMAT

(Continued from Sheet No. 219)

* NONRESIDENTIAL RETAIL CUSTOMER BILL: DELIVERY SERVICE.



An Edison Company

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Customer Service / Power Outage

English

1-877-4COMED1 (1-877-426-6331)

Español

1-800-95-LUCES (1-800-955-8237)

Hearing/Speech Impaired

1-800-572-5789 (TTY)

Your Usage Profile

13-Month Usage (Total kWh)



Electric Usage

Month	kWh
Feb-09	425
Mar-09	825
Apr-09	850
May-09	830
Jun-09	545
Jul-09	510
Aug-09	375
Sep-10	555
Oct-10	565
Nov-10	225
Dec-10	270
Jan-10	305
Feb-10	257

Average Daily

Month Billed	kWh	Temp
Last Year	14.4	66
Last Month	9.0	89
Current Month	8.6	86

Page 1 of 2

Account Number 000000000

Bill Summary

Previous Balance	\$36.16
Total Payments - Thank You	\$36.16
Amount Due on February 25, 2010	\$33.29

Name CUSTOMER NAME
Service Location SERVICE ADDRESS

Phone Number 555-123-4567
Issue Date February 11, 2010

Meter Information

Read Date	Meter Number	Load Type	Reading Type	Previous	Meter Reading Present	Difference	Multiplier X	Usage
2/11	99999999	General Service	Total kWh	89103 Actual	89860 Actual	257	1	257
2/11	99999999	General Service	KW	7.99 Actual	8.19 Actual	0.50	1	0.50

Service from 0/12/2010 to 2/11/2010 - 30 days

Retail Delivery Service - 100kW to 400kW

Delivery Services - ComEd

\$31.28

Customer Charge	18.78
Standard Metering Charge	9.68
Distribution Facilities Charge	2.84

Taxes and Other

\$2.01

Smart Meter Program			0.40
Environmental Cost Recovery Adj	257 kWh X	0.00021	0.05
Energy Efficiency Programs	257 kWh X	0.00073	0.19
Franchise Cost	\$25.98 X	2.01000%	0.52
State Tax			0.85

Total Current Charges

\$33.29

Thank you for your payment of \$36.16 on February 3, 2010

Total Amount Due

\$33.29

(continued on next page)



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CUSTOMER NAME
ANOTHER LINE
1234 ANYWHERE ST
ANYTOWN ST 12345-1234



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Account Number
000000000

Payment Amount

Please pay this amount by 2/25/2010 \$33.29

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PO BOX 8111
CAROL STREAM IL 60197-8111



(Continued on Sheet No. 221)

BILL FORMAT

(Continued from Sheet No. 220)

* NONRESIDENTIAL RETAIL CUSTOMER BILL: BUNDLED ELECTRIC SERVICE WITH HOURLY PRICING.



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An Edison Company

Customer Service / Power Outage
English
1-877-4COMED1 (1-877-426-6331)
Español
1-800-95-LUCES (1-800-955-8237)
Hearing/Speech Impaired
1-800-572-5789 (TTY)

Your Usage Profile
13-Month Usage (Total kWh)

Month	kWh
Feb-09	425
Mar-09	825
Apr-09	850
May-09	830
Jun-09	545
Jul-09	510
Aug-09	375
Sep-10	555
Oct-10	565
Nov-10	225
Dec-10	270
Jan-10	305
Feb-10	257

Electric Usage

Month Billed	kWh	Temp
Last Year	14.4	86
Last Month	9.0	89
Current Month	8.6	86

Page 1 of 2
Account Number 000000000

Name CUSTOMER NAME
Service Location SERVICE ADDRESS
Phone Number 555-123-4567
Issue Date February 11, 2010

Bill Summary	
Previous Balance	\$36.16
Total Payments - Thank You	\$36.16
Amount Due on February 25, 2010	\$42.71

Meter Information								
Read Date	Meter Number	Load Type	Reading Type	Previous	Meter Reading Present	Difference	Multiplier X	Usage
2/11	99999999	General Service	Total kWh	69103 Actual	69360 Actual	257	1	257
2/11	99999998	General Service	kW	7.89 Actual	8.19 Actual	0.30	1	0.30

Service from 1/12/2010 to 2/11/2010 - 30 days Commercial Hourly 100 - 400kW

Electricity Supply Services				\$9.42
Electricity Supply Charge	257 kWh			5.10
Transmission Services Charge	257 kWh X	0.00541		1.39
Capacity Charge	0.50 kW X	3.20773		1.60
Purchased Electricity Adjustment				0.46
Misc Procurement Component Charge	257 kWh X	0.00338		0.87
Delivery Services - ComEd				\$31.28
Customer Charge				18.76
Standard Metering Charge				9.68
Distribution Facilities Charge	0.50 kW	5.67		2.84
Taxes and Other				\$2.01
Smart Meter Program				0.40
Environmental Cost Recovery Adj	257 kWh X	0.00021		0.05
Energy Efficiency Programs	257 kWh X	0.00073		0.19
Franchise Cost	\$25.98 X	2.01000%		0.52
State Tax				0.85

Total Current Charges \$42.71

Thank you for your payment of \$36.16 on February 3, 2010

Total Amount Due \$42.71

(continued on next page)



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ANOTHER LINE
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ANYTOWN ST 12345-1234
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Account Number
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Payment Amount

Please pay this amount by 2/25/2010 \$42.71

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*

C A N C E L E D

**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

Applicable to All Rates Except Rate RESS and Rate MSPS

APPLICABILITY.

This rider is applicable to all retail customers.

PURPOSE.

- * The purpose of this rider is to allow the Company to begin to recover in a timely fashion (a) a return on and of investment expenditures related to the Company's investment in an Advanced Metering Program (AMP), and (b) other expenses and authorized incremental costs related to such AMP as allowed by the Illinois Commerce Commission (ICC).

DEFINITIONS.

The following definitions are for use in this rider.

- * **Advanced Metering Program**
Advanced Metering Program (AMP) means the scaled deployment of advanced metering infrastructure pursuant to the ICC's Final Order in Docket No. 07-0566, entered September 10, 2008, for which capital investments are made to design and implement such deployment as approved by the ICC in accordance with the provisions of the Approval Process section of this rider. The AMP also includes AMP Customer Applications.
- AMP Application Period**
AMP Application Period means a period of twelve consecutive monthly billing periods beginning with a January monthly billing period and extending through the following December monthly billing period during which AMP Adjustments are applied to retail customers. Notwithstanding the previous provisions of this definition, the initial AMP Application Period means the period of consecutive monthly billing periods extending from the start of the first monthly billing period that begins no earlier than three months after the AMP is approved by the ICC in accordance with the Approval Process section of this rider through the following December monthly billing period.
- * **AMP Base Rate Revenue**
AMP Base Rate Revenue means (a) the sum of the annual revenues recorded as Operating Revenue in (1) Account 440 - residential sales, (2) Account 442 - Commercial and industrial sales, (3) Account 444 - Public street and highway lighting, (4) Account 445 - Other sales to public authorities, (5) Account 446 - Sales to railroads and railways (Major only), and (6) Account 447 - Sales for resale, identified in the Uniform System of Accounts for Electric Utilities in 83 Illinois Administrative Code Part 415 (USOA-EU); reduced by (b) the Company's annual purchased power-related costs and transmission-related revenues. Notwithstanding the provisions of the previous sentence, AMP Base Rate Revenue does not include revenues attributable to the application of the AMP Adjustments, as described in the AMP Adjustments section of this rider.
- * **AMP Customer Applications**
AMP Customer Applications mean various combinations of technology, pricing programs, and support activities for retail customers that are associated with the AMP as approved by the ICC.

(Continued on Sheet No. 224)

**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 223)

DEFINITIONS (CONTINUED).

AMP Reconciliation Period

AMP Reconciliation Period means the calendar year corresponding to an AMP Application Period. Notwithstanding the previous provisions of this definition, the initial AMP Reconciliation Period means the calendar months corresponding to the monthly billing periods in the initial AMP Application Period.

* **Authorized Incremental Customer Applications Costs**

Authorized Incremental Customer Applications Costs mean expenses incurred by the Company in association with AMP Customer Applications and include, but are not limited to all (a) operating and maintenance expenses associated with equipment, devices, systems, services, or programs that are purchased, provided, installed, operated, maintained, or monitored for AMP Customer Applications; (b) legal and consultative expenses associated with AMP Customer Applications; (c) operating and maintenance expenses, including fees, charges, billings, and assessments, related to the dissemination of information to and education of retail customers regarding AMP Customer Applications; and (d) operating and maintenance expenses, including fees, charges, billings, and assessments, related to the evaluation of AMP Customer Applications.

Authorized Incremental Customer Applications Costs include incremental expenses for wages, salaries, and benefits of Company employees, including direct and indirect incremental expenses associated with such Company employees, who are hired for positions that are specifically related to AMP Customer Applications when they perform the tasks that are related to Authorized Incremental Customer Applications Costs.

Authorized Incremental Customer Applications Costs may not include any operating and maintenance expenses for wages, salaries, and benefits of Company employees that are otherwise recovered under other effective tariffs. Authorized Incremental Customer Applications Costs may not include expenses identified by the ICC in its Amendatory Order in Docket No. 07-0566, entered November 3, 2008.

(Continued on Sheet No. 225)

**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 224)

DEFINITIONS (CONTINUED).

* **Authorized Incremental Program Costs**

Authorized Incremental Program Costs include all operating and maintenance expenses, including fees, charges, billings, and assessments, related to (a) the dissemination of information to and education of retail customers regarding the AMP; (b) the provision to each applicable retail customer of electronic access to such retail customer's energy usage data recorded by advanced meter-related facilities at such retail customer's premises that are part of the AMP; and (c) the evaluation of the AMP, provided such expenses, fees, charges, billings, and assessments are not already included in AMP Customer Applications.

Authorized Incremental Program Costs include incremental expenses for wages, salaries, and benefits of Company employees, including direct and indirect incremental expenses associated with such Company employees, who are hired for positions that are specifically related to the AMP and are not already related to AMP Customer Applications when they perform the tasks that are related to Authorized Incremental Program Costs.

Authorized Incremental Program Costs may not include any operating and maintenance expenses for wages, salaries, and benefits of Company employees that are otherwise recovered under other effective tariffs. Authorized Incremental Costs may not include expenses identified by the ICC in its Amendatory Order in Docket No. 07-0566, entered November 3, 2008.

* **Authorized Plant**

Authorized Plant means plant additions in which the Company invests pursuant to the AMP, provided such plant additions are not already included in the Customer Applications Plant.

* **Customer Applications Plant**

Customer Applications Plant means plant additions for devices and equipment installed at or in retail customer premises and information technology in which the Company invests that are associated with AMP Customer Applications.

* **Customer Applications Recovery Amount**

Customer Applications Recovery Amount (CARA) means the sum of (a) the pre-tax return (PTR) on Customer Applications Plant; and (b) the net depreciation expenses applicable to Customer Applications Plant; and (c) if applicable, the amortization of the regulatory asset associated with the AMP Customer Applications; and (d) Authorized Incremental Customer Applications Costs. The CARA is determined in accordance with the provisions of the Customer Applications Recovery Amount section of this rider. The PTR is determined in accordance with the provisions of the Program Recovery Amount section of this rider. The CARA is recovered by the Company through the application of the AMP Adjustments, as applicable, determined in accordance with the AMP Adjustments section of this rider.

(Continued on Sheet No. 226)

**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 225)

DEFINITIONS (CONTINUED).

- * **Most Recent Rate Case**
Most recent rate case means the most recent ICC jurisdictional proceeding during which the Company requested a change in its delivery service revenue requirement and for which an effective final order has been issued by the ICC.
 - * **Net Operating Income**
Net operating income means the weather normalized ICC jurisdictional delivery service net operating income from the Company's most recent Federal Energy Regulatory Commission Form 1: Annual Report of Major Electric Utilities, Licensees and Others (FERC Form 1) calculated on a rate making basis reflective of rate making adjustments consistent with the ICC's final order in the most recent rate case, including but not limited to, adjustments to remove the effects of one time or nonrecurring items. In determining such weather normalized ICC jurisdictional delivery service net operating income, the Company must use the weather normalization methodology it used in the most recent rate case.
 - * **Program Recovery Amount**
Program Recovery Amount (PRA) means the sum of (a) the PTR on Authorized Plant; and (b) the net depreciation expenses applicable to Authorized Plant; and (c) if applicable, the amortization of the regulatory asset associated with the AMP, provided such asset is not already included in a regulatory asset associated with the AMP Customer Applications; and (d) the amortization of expenses associated with the AMP identified by the ICC in its Amendatory Order in Docket No. 07-0566, entered November 3, 2008; and (e) Authorized Incremental Program Costs. The PRA is determined in accordance with the provisions of the Program Recovery Amount section of this rider. The PRA is recovered by the Company through the application of the AMP Adjustments determined in accordance with the AMP Adjustments section of this rider.
 - * **Rate Base**
Rate Base means the sum of (a) the ICC jurisdictional delivery service rate base calculated using the Company's most recent FERC Form 1 applied on a rate making basis reflective of rate making adjustments consistent with the ICC's final order in the most recent rate case and (b) the Authorized Plant and Customer Applications Plant that is recorded as Construction Work In Progress (CWIP) on December 31 of the year for which such FERC Form 1 is applicable, for Authorized Plant and Customer Applications Plant that is otherwise eligible for Allowance for Funds Used During Construction (AFUDC).
- Return on Rate Base**
Return on Rate Base means (a) net operating income, divided by (b) Rate Base.

(Continued on Sheet No. 227)

**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 226)

* **APPROVAL PROCESS.**

As provided in the ICC's Final Order in Docket No. 07-0566, entered September 10, 2008, in order to begin recovery of and on its capital investments in the AMP through the application of this rider, the Company must seek and obtain approval of the AMP through a request that is filed with the ICC. In filing such request, the Company must also file testimony that provides the ICC with, as applicable, (a) the goals and justification for the AMP and its associated AMP Customer Applications; (b) the timeline for completion of the AMP and its associated AMP Customer Applications; (c) the evaluation criteria for the AMP and its associated AMP Customer Applications; (d) the technology selection criteria for the AMP and its associated AMP Customer Applications; (e) forecasts of (i) expenses identified by the ICC in its Amendatory Order in Docket No. 07-0566, entered November 3, 2008, (ii) capital expenditures, and (iii) authorized incremental costs; and (f) a full and complete calculation of the estimated class average AMP Adjustments for the initial AMP Application Period.

After such filing, the ICC conducts a review of the proposed AMP and its associated AMP Customer Applications, and no later than 180 calendar days after the date of the Company's filing, issues an order approving or denying, in whole or in part, the AMP and its associated AMP Customer Applications. Recovery of and on the Company's capital investments for an approved AMP and its associated AMP Customer Applications commences under this rider following ICC approval. However, such approval does not constitute approval of the reasonableness of the actual capital expenditure amounts for such AMP and its associated AMP Customer Applications, and such actual capital expenditure amounts may be reviewed for reasonableness and adjusted in the general rate proceeding or reconciliation process following the occurrence of such capital investments. Recovery of Authorized Incremental Program Costs, Authorized Incremental Customer Applications Costs, and other expenses incurred by the Company associated with such AMP or its associated AMP Customer Applications commences under this rider following ICC approval. However, such approval does not constitute approval of the reasonableness of the actual expense amounts, and such actual expense amounts may be reviewed for reasonableness and adjusted in the reconciliation process following the occurrence of such expenses.

(Continued on Sheet No. 228)

Filed with the Illinois Commerce Commission on
October 19, 2009. Issued pursuant to the
Illinois Commerce Commission Order entered
October 14, 2009, in Docket No. 09-0263.
Asterisk (*) indicates change.

Date Effective: October 30, 2009
Issued by A. R. Pramaggiore, President
Post Office Box 805379
Chicago, Illinois 60680-5379

**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 227)

* **AMP ADJUSTMENTS.**

AMP Adjustments are determined separately for each delivery class. The AMP Adjustments are computed in accordance with the following equation:

$$\text{AMP Adjustment}_{\text{DC}} = \frac{\frac{\text{PRA} \times \text{MF}_{\text{DC}}}{\sum_{\text{DC}} \text{MF}_{\text{DC}}} + \frac{\text{CARA} \times \text{MF}_{\text{DC}}}{\sum_{\text{RDC}} \text{MF}_{\text{DC}}} + (\text{AR}_{\text{DC}} \times 0.5) + ((\text{OR}_{\text{DC}} + \text{INT}_{\text{DC}}) \times \text{OT}_{\text{DC}})}{N_{\text{DC}}}$$

Where:

AMP Adjustment_{DC} = Advanced Metering Program Adjustment, in dollars (\$) rounded to the cent, applied to each retail customer in delivery class, DC, during the monthly billing period.

PRA = Program Recovery Amount, in \$, determined in accordance with the provisions of the Program Recovery Amount section of this rider.

MF_{DC} = Meter Factor, in decimal format, equal to the weighted meter factor applicable to delivery class, DC, approved by the ICC for use in allocating the Company's meter costs in the most recent rate case.

\sum_{DC} = Summation over all the delivery classes, as defined in the General Terms and Conditions of the Company's Schedule of Rates, except the Railroad Delivery Class.

CARA = Customer Applications Recovery Amount, in \$, determined in accordance with the provisions of the Customer Applications Recovery Amount section of this rider.

\sum_{RDC} = Summation over all the delivery classes applicable to retail customers in the residential sector, as defined in such General Terms and Conditions.

AR_{DC} = Annual Reconciliation, in \$, equal to zero (\$0.00) for any AMP Adjustment_{DC} that is applicable for the January through June monthly billing periods, otherwise determined in accordance with the applicable equation in the Annual Reconciliation section of this rider for any AMP Adjustment_{DC} that is applicable to retail customers to which delivery class, DC, is applicable during the July through December monthly billing periods.

(Continued on Sheet No. 229)

**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 228)

* **AMP ADJUSTMENTS (CONTINUED).**

- OR_{DC} = Ordered Reconciliation, in \$, equal to an amount ordered by the ICC that is to be refunded to or collected from retail customers to which delivery class, DC, is applicable to correct for errors associated with the computation of a previously applied AMP Adjustment_{DC}, or to correct for an improperly applied AMP Adjustment_{DC}, or to provide for reconciliation between revenues resulting from previously applied AMP Adjustment_{DC}s and reasonably incurred expenses and capital expenditure amounts for AMP and its associated AMP Customer Applications, as applicable, as determined by the ICC during the reconciliation proceeding described in the Annual Reconciliation section of this rider.
- INT_{DC} = Ordered Interest, in \$, equal to the interest accrued with respect to the OR_{DC} determined at the rate established by the ICC in accordance with 83 Illinois Administrative Code Section 280.70(e)(1). Such interest is determined for the period of time beginning on the day following the end of the AMP Reconciliation Period for which the OR_{DC} was determined and extending through the final date that the OR_{DC} is applied.
- OT_{DC} = Ordered Timing Factor, in decimal format, equal to a factor directed by the ICC to be used to allow for the application of the OR_{DC} for a specified number of monthly billing periods.
- N_{DC} = Number of Bills for electric service expected to be issued by the Company to retail customers in delivery class, DC, based upon the most recent customer data available to the Company, during the applicable three (3) monthly billing periods in the AMP Application Period. Notwithstanding the previous provisions of this definition, for the computation of the initial AMP Adjustment_{DC}s, in the event that such initial AMP Adjustment_{DC}s are to be applicable beginning with a monthly billing period other than a January, April, July, or October monthly billing period, then such N_{DC} is the number of bills expected to be issued for four (4) or five (5) monthly billing periods, as applicable, at the start of the initial AMP Application Period in order to allow the second set of AMP Adjustment_{DC}s to be applicable beginning with a January, April, July, or October monthly billing period.

The AMP Adjustment_{DC} is applied to each retail customer to which delivery class, DC, is applicable during the monthly billing period, and such AMP Adjustment_{DC} is shown as a separate line item on each such retail customer's monthly bill for electric service. Notwithstanding the previous provisions of this paragraph, the AMP Adjustment for a retail customer to which the Railroad Delivery Class is applicable is equal to zero dollars (\$0.00) and is not shown as a separate line item on such retail customer's monthly bill for electric service.

Revenues resulting from the application of the AMP Adjustment_{DC}s must be recorded by the Company in a separate revenue subaccount or product designated specifically for AMP Adjustments. Moreover, such revenues pertaining to the PRA must be identified separately from revenues pertaining to the CARA. Such revenues resulting from the application of the AMP Adjustment_{DC}s are not to exceed five percent (5%) of AMP Base Rate Revenue for the AMP Application Period. In addition, revenues pertaining to the CARA are not to exceed \$16.3 million.

(Continued on Sheet No. 230)

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**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 229)

* **PROGRAM RECOVERY AMOUNT.**

In order to determine the AMP Adjustment_{DCS}, the PRA is computed in accordance with the following equation:

$$PRA = (\text{NetAP} \times \text{PTR} \times F) + \text{NetQPDep} + \text{QAmortPRA} + \text{QAmortPEXP} + \text{QIncPEXP}$$

Where:

- NetAP = Net Authorized Plant Costs, in \$, equal to the original cost of investment, including AFUDC eligible investment in CWIP, in Authorized Plant less accumulated depreciation and deferred income taxes in Authorized Plant, determined as the level of investment in Authorized Plant existing at the end of the month preceding the month in which the AMP Adjustment_{DCS} are filed in accordance with the Informational Filings section of this rider. In the event that the Company receives government funds for capital expenditures related to the AMP, the Company applies a proportionate amount of such funds, as appropriate, as a reduction to the NetAP.
- PTR = Pre-Tax Return, in decimal format, determined in accordance with the applicable equation in this Program Recovery Amount section.
- F = Factor for the applicable portion of the year, equal to 0.25. Notwithstanding the previous provisions of this definition, for the computation of the initial AMP Adjustment_{DCS}, in the event that the initial AMP Adjustment_{DCS} are to be applicable beginning with a monthly billing period other than a January, April, July, or October monthly billing period, then such factor is 0.333 or 0.417, as applicable, corresponding to the number of monthly billing periods that such initial AMP Adjustment_{DCS} are applicable.
- NetQPDep = Net Quarterly Program Depreciation, in \$, determined in accordance with the applicable equation in this Program Recovery Amount section.

(Continued on Sheet No. 231)

**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 230)

* **PROGRAM RECOVERY AMOUNT (CONTINUED).**

- QAmortPRA = Quarterly Program Regulatory Asset Amortization, in \$, equal to the three (3) month amortization of the regulatory asset associated with AMP calculated on the basis of the amortization period, as determined by the ICC in the approval process described in the Approval Process section of this rider. Notwithstanding the previous provisions of this definition, for the computation of the initial AMP Adjustment_{DCS}, in the event that the initial AMP Adjustment_{DCS} are to be applicable beginning with a monthly billing period other than a January, April, July, or October monthly billing period, such amortization is that corresponding to the number of monthly billing periods that such initial AMP Adjustment_{DCS} are applicable.
- QAmortPEXP = Quarterly Program Expense Amortization, in \$, equal to the three (3) month amortization of the (a) expenses associated with AMP identified by the ICC in its Amending Order in Docket No. 07-0566, entered November 3, 2008, plus (b) Authorized Incremental Program Costs incurred prior to the month during which the initial AMP Adjustment_{DCS} are filed, and calculated on the basis of an amortization period of three (3) years. Notwithstanding the previous provisions of this definition, for the computation of the initial AMP Adjustment_{DCS}, in the event that the initial AMP Adjustment_{DCS} are to be applicable beginning with a monthly billing period other than a January, April, July, or October monthly billing period, such amortization is that corresponding to the number of monthly billing periods that such initial AMP Adjustment_{DCS} are applicable.
- QIncPEXP = Quarterly Authorized Incremental Program Costs, in \$, equal to the Authorized Incremental Program Costs incurred beginning with the month during which the preceding AMP Adjustment_{DCS} were filed in accordance with the Informational Filings section of this rider and extending through the end of the month preceding the month in which the AMP Adjustment_{DCS} are filed in accordance with such Informational Filings section. In the event that the Company receives government funds applicable to such Authorized Incremental Program Costs, the Company applies the amount of such funds, as appropriate, as a reduction to the QIncPEXP.

The PRA does not include amounts for AFUDC. Only the costs of investments in Authorized Plant that are otherwise eligible for AFUDC are included in the PRA during construction, although AFUDC is not applied due to its inclusion in the PRA. If certain investments related to the AMP are not eligible for AFUDC, the costs of such investments in the AMP are included in the PRA at the time the Authorized Plant associated with the AMP is placed in service.

(Continued on Sheet No. 232)

**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 231)

PROGRAM RECOVERY AMOUNT (CONTINUED).

In order to determine the PRA, the PTR is computed in accordance with the following equation:

$$PTR = \left(\frac{(WCCE)}{(1 - UF) \times (1 - SIT) \times (1 - FIT)} \right) + WCLTD$$

Where:

- WCCE = Weighted Cost of Common Equity approved by the ICC in the most recent rate case.
- * UF = Uncollectible Factor used in the determination of the Company's delivery service revenue requirement as approved by the ICC in the most recent rate case. Notwithstanding the previous provisions of this definition, for AMP Adjustments applicable after the March 2010 monthly billing period, UF equals zero.
- SIT = Illinois State Income Tax rate in effect at the time that the ICC issued its final order in the most recent rate case.
- FIT = Federal Income Tax rate in effect at the time that the ICC issued its final order in the most recent rate case.
- WCLTD = Weighted Cost of Long Term Debt approved by the ICC in the most recent rate case.

In order to determine the PRA, the NetQPDep is computed in accordance with the following equation:

$$NetQPDep = \sum_{acct} [(AP \times QAPRate) - (RetP \times QRate)]$$

Where:

- \sum_{acct} = Summation over applicable revenue accounts.
- AP = Authorized Plant Costs, in \$, equal to the cost of investments for Authorized Plant since the most recent rate case that have been placed into service in account, acct. In the event that the Company receives government funds for capital expenditures related to the AMP, the Company applies a proportionate amount of such funds, as appropriate, as a reduction to the AP.

(Continued on Sheet No. 233)

**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 232)

* **PROGRAM RECOVERY AMOUNT (CONTINUED).**

- QAPRate = Annual Depreciation Rate associated with the Authorized Plant in account, acct, multiplied by 0.25. Notwithstanding the previous provisions of this definition, for the computation of the initial AMP Adjustment_{DCS}, in the event that the initial AMP Adjustment_{DCS} are to be applicable beginning with a monthly billing period other than a January, April, July, or October monthly billing period, such annual depreciation rate is multiplied by 0.333 or 0.417, as applicable, corresponding to the number of monthly billing periods that such initial AMP Adjustment_{DCS} are applicable.
- RetP = Retired Plant, in \$, equal to the plant that is replaced by Authorized Plant and is included in the rate base approved in the most recent rate case in account, acct.
- QRate = Annual Depreciation Rate reflected in the most recent rate case for the Retired Plant in account, acct, multiplied by 0.25. Notwithstanding the previous provisions of this definition, for the computation of the initial AMP Adjustment_{DCS}, in the event that the initial AMP Adjustment_{DCS} are to be applicable beginning with a monthly billing period other than a January, April, July, or October monthly billing period, such annual depreciation rate is multiplied by 0.333 or 0.417, as applicable, corresponding to the number of monthly billing periods that such initial AMP Adjustment_{DCS} are applicable.

(Continued on Sheet No. 234)

**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 233)

* **CUSTOMER APPLICATIONS RECOVERY AMOUNT.**

In order to determine the AMP Adjustment_{DCS}, the CARA is computed in accordance with the following equation:

$$\text{CARA} = (\text{NetCAP} \times \text{PTR} \times \text{F}) + \text{NetQCADep} + \text{QAmortCARA} + \text{QAmortCAExp} + \text{QIncCAExp}$$

Where:

- NetCAP = Net Customer Applications Plant Costs, in \$, equal to the original cost of investment, including AFUDC eligible investment in CWIP, in Customer Applications Plant less accumulated depreciation and deferred income taxes in Customer Applications Plant, determined as the level of investment in Customer Applications Plant existing at the end of the month preceding the month in which the AMP Adjustment_{DCS} are filed in accordance with the Informational Filings section of this rider. In the event that the Company receives government funds for capital expenditures related to AMP Customer Applications, the Company applies a proportionate amount of such funds, as appropriate, as a reduction to the NetCAP.
- NetQCADep = Net Quarterly Customer Applications Depreciation, in \$, determined in accordance with the applicable equation in this Customer Applications Recovery Amount section.
- QAmortCARA = Quarterly Customer Applications Regulatory Asset Amortization, in \$, equal to the three (3) month amortization of the regulatory asset associated with AMP Customer Applications calculated on the basis of the amortization period, as determined by the ICC in the approval process described in the Approval Process section of this rider. Notwithstanding the previous provisions of this definition, for the computation of the initial AMP Adjustment_{DCS}, in the event that the initial AMP Adjustment_{DCS} are to be applicable beginning with a monthly billing period other than a January, April, July, or October monthly billing period, such amortization is that corresponding to the number of monthly billing periods that such initial AMP Adjustment_{DCS} are applicable.
- QAmortCAExp = Quarterly Customer Applications Expense Amortization, in \$, equal to the three (3) month amortization of the Authorized Incremental Customer Applications Costs incurred prior to the month during which the initial AMP Adjustment_{DCS} are filed, and calculated on the basis of an amortization period of three (3) years. Notwithstanding the previous provisions of this definition, for the computation of the initial AMP Adjustment_{DCS}, in the event that the initial AMP Adjustment_{DCS} are to be applicable beginning with a monthly billing period other than a January, April, July, or October monthly billing period, such amortization is that corresponding to the number of monthly billing periods that such initial AMP Adjustment_{DCS} are applicable.

(Continued on Sheet No. 235)

**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 234)

* **CUSTOMER APPLICATIONS RECOVERY AMOUNT (CONTINUED).**

QIncCAExp = Quarterly Authorized Incremental Customer Applications Costs, in \$, equal to the Authorized Incremental Customer Applications Costs incurred beginning with the month during which the preceding AMP Adjustment_{DCS} were filed in accordance with the Informational Filings section of this rider and extending through the end of the month preceding the month in which the AMP Adjustment_{DCS} are filed in accordance with such Informational Filings section. In the event that the Company receives government funds applicable to such Authorized Incremental Customer Applications Costs, the Company applies the amount of such funds, as appropriate, as a reduction to the QIncCAExp. In addition, in the event that the Company receives payments from retail customers for Advanced In-Home Displays (IHDs), Basic IHDs, or Programmable Communicating Thermostats (PCTs), as such devices are defined in Rider AMP-CA - Advanced Metering Program Customer Applications Experiment (Rider AMP-CA), the Company applies the amount of such payments as a reduction to the QIncCAExp.

The CARA does not include amounts for AFUDC. Only the costs of investments in Customer Applications Plant that are otherwise eligible for AFUDC are included in the CARA during construction, although AFUDC is not applied due to its inclusion in the CARA. If certain investments related to AMP Customer Applications are not eligible for AFUDC, the costs of such investments in AMP Customer Applications are included in the CARA at the time the Customer Applications Plant is placed in service.

In order to determine the CARA, the NetQCADep is computed in accordance with the following equation:

$$\text{NetQCADep} = \sum_{\text{acct}} [(\text{CAP} \times \text{QCAPRate}) - (\text{RetCAP} \times \text{QCARate})]$$

Where:

CAP = Customer Applications Plant Costs, in \$, equal to the cost of investments for Customer Applications Plant since the most recent rate case that have been placed into service in account, acct. In the event that the Company receives government funds for capital expenditures related to AMP Customer Applications, the Company applies a proportionate amount of such funds, as appropriate, as a reduction to the CAP.

(Continued on Sheet No. 236)

**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 235)

* **CUSTOMER APPLICATIONS RECOVERY AMOUNT (CONTINUED).**

- QCAPRate = Annual Depreciation Rate associated with the Customer Applications Plant in account, acct, multiplied by 0.25. Notwithstanding the previous provisions of this definition, for the computation of the initial AMP Adjustment_{DCS}, in the event that the initial AMP Adjustment_{DCS} are to be applicable beginning with a monthly billing period other than a January, April, July, or October monthly billing period, such annual depreciation rate is multiplied by 0.333 or 0.417, as applicable, corresponding to the number of monthly billing periods that such initial AMP Adjustment_{DCS} are applicable.
- RetCAP = Retired Customer Applications Plant, in \$, equal to the plant that is replaced by Customer Applications Plant and is included in the rate base approved in the most recent rate case in account, acct.
- QCARate = Annual Depreciation Rate reflected in the most recent rate case for the Retired Customer Applications Plant in account, acct, multiplied by 0.25. Notwithstanding the previous provisions of this definition, for the computation of the initial AMP Adjustment_{DCS}, in the event that the initial AMP Adjustment_{DCS} are to be applicable beginning with a monthly billing period other than a January, April, July, or October monthly billing period, such annual depreciation rate is multiplied by 0.333 or 0.417, as applicable, corresponding to the number of monthly billing periods that such initial AMP Adjustment_{DCS} are applicable.

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(Continued on Sheet No. 236.1)

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**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 236)

* **AMP ADJUSTMENT CHANGES IN COMPLIANCE WITH ICC ORDERS.**

For a situation in which any or all meter factors applicable to retail customers are changed as a result of an order of the ICC entered in a rate case, the then current AMP Adjustment_{DCS} must be revised, as applicable, by the Company to reflect the change to such meter factors. The revised AMP Adjustment_{DCS} are determined in accordance with the provisions of the AMP Adjustments section of this rider by incorporating the changed meter factors into the determination of the AMP Adjustment_{DCS}.

For a situation in which plant additions, previously designated as Authorized Plant or Customer Applications Plant, regulatory assets, or amortized expenses are included in the rate base approved by an order of the ICC entered in a rate case, recovery of such previously designated Authorized Plant, Customer Applications Plant, regulatory assets, or amortized expenses under this rider ceases and the then current AMP Adjustment_{DCS} must be revised, as applicable, by the Company to reflect such change in designation. The revised AMP Adjustment_{DCS} are determined in accordance with the provisions of such AMP Adjustments section by incorporating values for PRA and CARA determined in accordance with the provisions of the Program Recovery Amount section and the Customer Applications Recovery Amount section, respectively, by removing applicable amounts from the (a) NetAP, NetQPDep, QAmortPRA, and QAmortPExp components in the determination of the PRA and (b) NetCAP, NetQCADep, QAmortCARA, and QAmortCAExp components in the determination of the CARA.

For a situation in which the PTR is revised by an order of the ICC entered in a rate case, the then current AMP Adjustment_{DCS} must be revised, as applicable, by the Company to reflect such change in PTR. The revised AMP Adjustment_{DCS} are determined in accordance with the provisions of such AMP Adjustments section by incorporating the revised PTR in the determination of the PRA and the CARA in accordance with the Program Recovery Amount section and Customer Applications Recovery Amount section, respectively.

(Continued on Sheet No. 236.2)

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**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 236.1)

* **AMP ADJUSTMENT CHANGES IN COMPLIANCE WITH ICC ORDERS (CONTINUED).**

For a situation in which an OR_{DC} is ordered or changed by the ICC for inclusion in the determination of an AMP Adjustment_{DC}, as described in the Annual Reconciliation section of this rider, the then current AMP Adjustment_{DC} must be revised, as applicable, by the Company to reflect such ordered or changed OR_{DC} . The revised AMP Adjustment_{DC} is determined in accordance with the provisions of the AMP Adjustments section of this rider by incorporating the revised OR_{DC} in the determination of the AMP Adjustment_{DC}.

* **AMP ADJUSTMENT APPLICATION.**

Generally, for a given AMP Application Period, four (4) AMP Adjustment_{DC}s are determined for each delivery class, as applicable. The AMP Adjustment_{DC}s are computed for application during the January through March monthly billing periods, the April through June monthly billing periods, the July through September monthly billing periods, and the October through December monthly billing periods, respectively. However, for the initial AMP Application Period, in the event that the initial AMP Adjustment_{DC}s are to be applicable beginning with a monthly billing period other than a January, April, July, or October monthly billing period, then the initial AMP Adjustment_{DC}s are applicable for four (4) or five (5) monthly billing periods, as applicable, at the start of the initial AMP Application Period in order to allow the second set of AMP Adjustment_{DC}s to be applicable beginning with a January, April, July, or October monthly billing period.

Notwithstanding the previous provisions of this AMP Adjustment Application section, in the event that a revised AMP Adjustment_{DC} is determined in accordance with an ICC order to include or change an OR_{DC} , as described in the AMP Adjustment Changes in Compliance with ICC Orders section of this rider, such revised AMP Adjustment_{DC} is applicable for the period beginning with the monthly billing period following the filing of such revised AMP Adjustment_{DC} in accordance with the Informational Filings section of this rider, and extending through the end of the monthly billing period during which the AMP Adjustment_{DC} replaced by the revised AMP Adjustment_{DC} was scheduled to be applicable.

Notwithstanding the previous provisions of this AMP Adjustment Application section, in the event that revised AMP Adjustment_{DC}s are determined in accordance with an ICC order entered in a rate case, as described in the AMP Adjustment Changes in Compliance with ICC Orders section of this rider, such revised AMP Adjustment_{DC}s are applicable for the period beginning with the effective date of the charges for delivery service that reflect such order and extending through the end of the monthly billing period corresponding to the end of the monthly billing period during which the AMP Adjustment_{DC}s replaced by the revised AMP Adjustment_{DC}s were scheduled to be applicable.

* **INFORMATIONAL FILINGS.**

The AMP Adjustment_{DC}s must be filed by the Company with the ICC for informational purposes. Any such informational filing must be accompanied by supporting work papers and documentation.

(Continued on Sheet No. 236.3)

**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 236.2)

* **INFORMATIONAL FILINGS (CONTINUED).**

For the AMP Adjustment_{DCS} that are applicable for the January through March monthly billing periods, the Company must file such AMP Adjustment_{DCS} with the ICC for informational purposes no later than the twentieth day of December prior to the start of such January monthly billing period. For the AMP Adjustment_{DCS} that are applicable for the April through June monthly billing periods, the Company must file such AMP Adjustment_{DCS} with the ICC for informational purposes no later than the twentieth day of March prior to the start of such April monthly billing period. For the AMP Adjustment_{DCS} that are applicable for the July through September monthly billing periods, the Company must file such AMP Adjustment_{DCS} with the ICC for informational purposes no later than the twentieth day of June prior to the start of such July monthly billing period. For the AMP Adjustment_{DCS} that are applicable for the October through December monthly billing periods, the Company must file such AMP Adjustment_{DCS} with the ICC for informational purposes no later than the twentieth day of September prior to the start of such October monthly billing period.

Notwithstanding the provisions of the previous paragraph, in the event that the initial AMP Adjustment_{DCS} are to be applicable beginning with a monthly billing period other than a January, April, July, or October monthly billing period, then the Company must file such initial AMP Adjustment_{DCS} with the ICC for informational purposes no later than the twentieth day of the month prior to the start of the monthly billing period during which such initial AMP Adjustment_{DCS} become applicable.

Notwithstanding the previous provisions of this Informational Filings section, in the event that a revised AMP Adjustment_{DC} is determined in accordance with an ICC order to include or change an OR_{DC}, as described in the provisions of the AMP Adjustment Changes in Compliance with ICC Orders section of this rider, the Company must file such revised AMP Adjustment_{DC} with the ICC for informational purposes no later than the twentieth day of the month prior to the start of the monthly billing period during which such revised AMP Adjustment_{DC} becomes applicable.

Any informational filing of an AMP Adjustment_{DC} made after the twentieth day of a month, as applicable, but prior to the start of the monthly billing period during which such AMP Adjustment_{DC} is scheduled to become effective is acceptable only if such filing corrects an error or errors from a timely filed AMP Adjustment_{DC} for such monthly billing period. Any other such filing made after such twentieth day, as applicable, is acceptable only if such filing is made in accordance with the special permission request provisions of Section 9-201(a) of the Public Utilities Act (Act).

Notwithstanding the previous provisions of this Informational Filings section, in the event that revised AMP Adjustment_{DCS} are determined in accordance with an ICC order entered in a rate case, as described in the AMP Adjustment Changes in Compliance with ICC Orders section of this rider, the Company must file such revised AMP Adjustment_{DCS} with the ICC for informational purposes concurrently with the Company's filing made in compliance with such order. Any informational filing of such AMP Adjustment_{DCS} made after the date of the filing made in compliance with such order, but prior to the date on which such AMP Adjustment_{DCS} are scheduled to become effective is acceptable only if such informational filing corrects an error or errors from timely filed AMP Adjustment_{DCS}. Any other such informational filing made after the date of the filing made in compliance with such order, is acceptable only if such informational filing is made in accordance with the special permission request provisions of Section 9-201(a) of the Act.

(Continued on Sheet No. 236.4)

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**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 236.3)

* **ANNUAL RECONCILIATION.**

Each year, on or before June 1, beginning in 2010, in the event that AMP Adjustment_{DCS} had been applicable to retail customers during all or part of the immediately previous AMP Application Period, the Company must submit to the ICC an annual reconciliation report that summarizes the operation of this rider during the AMP Reconciliation Period corresponding to such AMP Application Period. In such report, the Company must include (a) a schedule with detailed work papers showing the determination of the AR_{DCS}, in accordance with the equation provided in this Annual Reconciliation section, that become applicable beginning with the July monthly billing period immediately following the date that such AR_{DCS} are submitted to the ICC and (b) testimony addressing the reasonableness of the expense and capital expenditure amounts incurred for the AMP and its associated AMP Customer Applications. Such report must include the results of an annual audit that examines (1) costs recovered pursuant to this rider to verify that such costs are recovered only pursuant to this rider and to confirm that any such costs are not also being recovered inappropriately through charges imposed under other tariffs; (2) adjustments determined pursuant to this rider that are included in retail customers' bills for electric service to verify that such charges and adjustments are properly applied; (3) revenues resulting from the application of this rider to verify that such revenues are correctly stated; and (4) costs recovered pursuant to this rider to verify that such costs are properly identified, recorded, and reflected in computations made pursuant to this rider. Such report must be submitted to the ICC 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 Financial Analysis Division. Such report must be verified by an officer of the Company.

Along with the annual reconciliation report, the Company must file a petition seeking initiation of a docketed AMP reconciliation proceeding, in accordance with the ICC's Final Order in Docket No. 07-0566, entered September 10, 2008. At the conclusion of such proceeding, the ICC determines the amount, if any, to be included in any OR_{DC} in order to (a) correct for errors in AMP Adjustment_{DCS} applied during the AMP Reconciliation Period, (b) correct for improperly applied AMP Adjustment_{DCS} during the AMP Reconciliation Period, (c) reconcile the revenue resulting from the application of an AMP Adjustment_{DC} during the AMP Reconciliation Period to the reasonably incurred expense and capital expenditure amounts for the AMP, and its associated AMP Customer Applications during such AMP Reconciliation Period, (d) correct for errors in the computation of the Excess Earnings Amount, as defined in this Annual Reconciliation section, and (e) in the event that the Return on Rate Base exceeds the rate of return approved for the Company by the ICC in the most recent rate case, order refunds to the extent that the revenue resulting from the application of AMP Adjustment_{DCS} during the AMP Reconciliation Period contributed to such Return on Rate Base exceeding such approved rate of return. Any such OR_{DC} is determined to the extent that any of the aforementioned items (a) through (c) or (e) is not already reflected in the AR_{DCS} determined by the Company. After any such OR_{DC} is determined by the ICC, the Company must revise its AMP Adjustment_{DCS} to reflect such OR_{DC} in accordance with an order entered by the ICC that provides the terms under which the OR_{DC} is to be reflected in the AMP Adjustment_{DCS}.

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**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 236.4)

* **ANNUAL RECONCILIATION (CONTINUED).**

The AR_{DCS} described in this Annual Reconciliation section and used in the determination of the AMP Adjustment_{DCS}, as provided in the AMP Adjustment section of this rider are determined in accordance with the following equation:

$$AR_{DC} = \frac{APR \times MF_{DC}}{\sum_{DC} MF_{DC}} + \frac{ACAR \times MF_{DC}}{\sum_{RDC} MF_{DC}}$$

Where:

APR = Annual Program Reconciliation, in \$, determined in accordance with the applicable equation in this Annual Reconciliation section.

ACAR = Annual Customer Applications Reconciliation, in \$, determined in accordance with the applicable equation in this Annual Reconciliation section.

In order to determine the AR_{DCS}, the Annual Program Reconciliation is determined in accordance with the following equation:

$$APR = (ANetAP \times PTR) + ANetPDep + AAmortPRA + AAmortPEXP + AIncPEXP - PRev + APR_p + OPR_p - PEEA$$

Where:

ANetAP = Actual Net Authorized Plant Costs, in \$, equal to the average actual cost of investment in Authorized Plant for the AMP Reconciliation Period less actual accumulated depreciation and accumulated deferred income taxes in Authorized Plant for the AMP Reconciliation Period, determined as the average of the thirteen (13) end-of-month balances of Authorized Plant, and accumulated depreciation and accumulated deferred income taxes for the period beginning December 31 of the year preceding the AMP Reconciliation Period and extending through the end of the AMP Reconciliation Period.

(Continued on Sheet No. 236.6)

**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 236.5)

* **ANNUAL RECONCILIATION (CONTINUED).**

- ANetPDep = Actual Net Program Depreciation, in \$, equal to the actual net depreciation expense related to the average investment in Authorized Plant in service during the AMP Reconciliation Period, determined in accordance with the applicable equation in this Annual Reconciliation section.
- AAmortPRA = Actual Annual Program Amortization, in \$, equal to the actual amortization expense related to the plant replaced by Authorized Plant recorded during the AMP Reconciliation Period.
- AAmortPExp = Actual Annual Amortization of Program Expense, in \$, equal to the actual amortization expense recorded for the AMP Reconciliation Period related to (a) the expenses associated with AMP identified by the ICC in its Amendatory Order in Docket No. 07-0566, entered November 3, 2008, and (b) Authorized Incremental Program Costs incurred prior to the month during which the initial AMP Adjustment_{DCS} are filed.
- AlncPExp = Actual Annual Authorized Incremental Program Costs, in \$, equal to the actual Authorized Incremental Program Costs incurred by the Company during the AMP Reconciliation Period less any government funds applicable to such Authorized Incremental Program Costs received by the Company during the AMP Reconciliation Period. AlncPExp does not include any Authorized Incremental Program Costs for expenses which have been amortized.
- PRev = Program Revenue, in \$, equal to the revenues associated with the recovery of the PRA resulting from the application of the AMP Adjustments during the AMP Reconciliation Period.
- APR_p = Previous Annual Program Reconciliation, in \$, equal to the APR included in the determination of AMP Adjustments for the AMP Reconciliation Period.
- OPR_p = Previous Ordered Program Reconciliation, in \$, equal to the portion of the OR included in the determination of AMP Adjustments for the AMP Reconciliation Period that is not associated with AMP Customer Applications.
- PEEA = Program Excess Earnings Amount, in \$, equal to a pro rata portion of the amount of revenue resulting from the application of AMP Adjustments during the AMP Reconciliation Period that contributed to a Return on Rate Base exceeding the rate of return approved for the Company by the ICC in the most recent rate case. The sum of PEEA and the Customer Applications Excess Earnings Amount (CAEEA), defined in this Annual Reconciliation section, must not exceed the revenue resulting from the application of AMP Adjustments during the AMP Reconciliation Period. Such amount equals zero in the event that AMP Adjustments were not applicable to retail customers during all or part of the AMP Reconciliation Period.

(Continued on Sheet No. 236.7)

**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 236.6)

* **ANNUAL RECONCILIATION (CONTINUED).**

In order to determine APR, the ANetPDep is computed in accordance with the following equation:

$$\text{ANetPDep} = \sum_{\text{acct}} [(\text{AAP} \times \text{APRate}) - (\text{ARetP} \times \text{Rate})]$$

Where:

- AAP = Actual Authorized Plant, in \$, equal to the actual average investment in Authorized Plant in service during the AMP Reconciliation Period in account, acct, determined as the average of the thirteen (13) end-of-month balances of the amount of Authorized Plant in service for the period beginning December 31 of the year preceding the AMP Reconciliation Period and extending through the end of the AMP Reconciliation Period.
- APRate = Annual Depreciation Rate associated with the Actual Authorized Plant in account, acct.
- ARetP = Actual Retired Plant, in \$, equal to the amount of plant that has been replaced by Actual Authorized Plant during the AMP Reconciliation Period in account, acct, determined as the average of the thirteen (13) end-of-month balances of the amount of retired plant for the period beginning December 31 of the year preceding the AMP Reconciliation Period and extending through the end of the AMP Reconciliation Period.
- Rate = Annual Depreciation Rate reflected in the most recent rate case for the Retired Plant in account, acct.

In order to determine the AR_{Dcs}, the Annual Customer Applications Reconciliation is determined in accordance with the following equation:

$$\text{ACAR} = (\text{ANetCAP} \times \text{PTR}) + \text{ANetCADep} + \text{AAmortCARA} + \text{AAmortCAExp} + \text{AIncCAExp} - \text{CARev} + \text{ACAR}_p + \text{OCAR}_p - \text{CAEEA}$$

Where:

- ANetCAP = Actual Net Customer Applications Plant Costs, in \$, equal to the average actual cost of investment in Customer Applications Plant for the AMP Reconciliation Period less actual accumulated depreciation and accumulated deferred income taxes in Customer Applications Plant for the AMP Reconciliation Period, determined as the average of the thirteen (13) end-of-month balances of Customer Applications Plant, and accumulated depreciation and accumulated deferred income taxes for the period beginning December 31 of the year preceding the AMP Reconciliation Period and extending through the end of the AMP Reconciliation Period.

(Continued on Sheet No. 236.8)

**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 236.7)

* **ANNUAL RECONCILIATION (CONTINUED).**

- A_{NetCADep} = Actual Net Customer Applications Depreciation, in \$, equal to the actual net depreciation expense related to the average investment in Customer Applications Plant in service during the AMP Reconciliation Period, determined in accordance with the applicable equation in this Annual Reconciliation section.
- A_{AmortCARA} = Actual Annual Customer Applications Amortization, in \$, equal to the actual amortization expense related to the plant replaced by Customer Applications Plant recorded during the AMP Reconciliation Period.
- A_{AmortCAExp} = Actual Annual Amortization of Customer Applications Expense, in \$, equal to the actual amortization expense recorded for the AMP Reconciliation Period related to Authorized Incremental Customer Applications Costs incurred prior to the month during which the initial AMP Adjustment_{DCS} are filed.
- A_{IncCAExp} = Actual Annual Authorized Incremental Customer Applications Costs, in \$, equal to the actual Authorized Incremental Customer Applications Costs incurred by the Company during the AMP Reconciliation Period less (a) any government funds applicable to such Authorized Incremental Customer Applications Costs received by the Company during the AMP Reconciliation Period and (b) any retail customer payments for Advanced IHDs, Basic IHDs, or PCTs received by the Company during the AMP Reconciliation Period. A_{IncCAExp} does not include any Authorized Incremental Customer Applications Costs for expenses which have been amortized.
- C_{ARev} = Customer Applications Revenue, in \$, equal to the revenues associated with the recovery of the CARA resulting from the application of the AMP Adjustments during the AMP Reconciliation Period.
- A_{CAR_p} = Previous Annual Customer Applications Reconciliation, in \$, equal to the ACAR included in the determination of AMP Adjustments for the AMP Reconciliation Period.
- O_{CAR_p} = Previous Ordered Customer Applications Reconciliation, in \$, equal to the portion of the OR included in the determination of AMP Adjustments for the AMP Reconciliation Period associated with AMP Customer Applications.
- C_{AEEA} = Customer Applications Excess Earnings Amount, in \$, equal to a pro rata portion of the amount of revenue resulting from the application of AMP Adjustments during the AMP Reconciliation Period that contributed to a Return on Rate Base exceeding the rate of return approved for the Company by the ICC in the most recent rate case. The sum of PEEA and CAEEA, must not exceed the revenue resulting from the application of AMP Adjustments during the AMP Reconciliation Period. Such amount equals zero in the event that AMP Adjustments were not applicable to retail customers during all or part of the AMP Reconciliation Period.

(Continued on Sheet No. 236.9)

**RIDER AMP
ADVANCED METERING PROGRAM ADJUSTMENT**

(Continued from Sheet No. 236.8)

* **ANNUAL RECONCILIATION (CONTINUED).**

In order to determine ACAR, the ANetCADep is computed in accordance with the following equation:

$$\text{ANetCADep} = \sum_{\text{acct}} [(\text{ACAP} \times \text{CAPRate}) - (\text{ARetCAP} \times \text{CARate})]$$

Where:

- ACAP = Actual Customer Applications Plant, in \$, equal to the actual average investment in Customer Applications Plant in service during the AMP Reconciliation Period in account, acct, determined as the average of the thirteen (13) end-of-month balances of the amount of Customer Applications Plant in service for the period beginning December 31 of the year preceding the AMP Reconciliation Period and extending through the end of the AMP Reconciliation Period.
- CAPRate = Annual Depreciation Rate associated with the Actual Customer Applications Plant in account, acct.
- ARetCAP = Actual Retired Customer Applications Plant, in \$, equal to the amount of plant that has been replaced by Actual Customer Applications Plant during the AMP Reconciliation Period in account, acct, determined as the average of the thirteen (13) end-of-month balances of the amount of retired plant for the period beginning December 31 of the year preceding the AMP Reconciliation Period and extending through the end of the AMP Reconciliation Period.
- CARate = Annual Depreciation Rate reflected in the most recent rate case for the Retired Customer Applications Plant in account, acct.

MISCELLANEOUS GENERAL PROVISIONS.

- * In any general rate proceeding commencing after the initial effective date of this rider, the Company must request inclusion in its rate base of Authorized Plant and Customer Applications Plant and any remaining regulatory asset associated with the AMP or AMP Customer Applications. Such request must be made in accordance with all rules and procedures for inclusion of capital investments into rate base. Additionally, the Company may request that any unrecovered expenses related to the AMP or its associated AMP Customer Applications be included in the Company's revenue requirement for such general rate case and amortized over a period approved by the ICC.
- * Incentive compensation costs incurred by the Company are not allowed to be recovered under this rider.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

RIDER CTR - CREDIT TARIFF-RESIDENTIAL**Applicable to Rates BES, BESH, and RDS****APPLICABILITY.**

This rider is applicable to residential retail customers, as defined in the General Terms and Conditions of the Company's Schedule of Rates.

PURPOSE.

The purpose of the previously effective ILL. C. C. No. 4 Rider CTR - Credit Tariff-Residential (previous Rider CTR) and this rider was and is, respectively, to provide credits to residential retail customers in a specified manner that began with the October 2007 monthly billing period and extends through the June 2009 monthly billing period subject to the Company's receipt of funds on behalf of the Company's residential retail customers in accordance with the Rate Relief Funding Agreement executed by Exelon Generation Co., LLC, Commonwealth Edison Company, and the Attorney General of the State of Illinois (AG), filed with the Illinois Secretary of State Index Department on July 25, 2007 and designated as 95-GA-C01 (RRFA). The aggregate amounts of such credits and the specific timing during which such credits have been and are provided to residential retail customers are as follows: (a) \$250 million during the period beginning with the October 2007 monthly billing period and extending through the December 2007 monthly billing period, (b) \$89.5 million during the period beginning with the January 2008 monthly billing period and extending through the June 2008 monthly billing period, (c) \$36 million during the period beginning with the July 2008 monthly billing period and extending through the December 2008 monthly billing period, and (d) \$36 million during the period beginning with the January 2009 monthly billing period and extending through the June 2009 monthly billing period.

2007 CREDITS.

The provisions of this 2007 Credits section applied subject to the Company's receipt of funding on behalf of the Company's residential retail customers in accordance with the Purpose section of the previous Rider CTR, and subject to the Adjustments, Termination, and Miscellaneous General Provisions sections of such previous Rider CTR.

A credit was applicable to each residential retail customer in the October 2007 monthly billing period. Such credit equaled (a) the total number of kilowatt-hours (kWhs) delivered by the Company to the residential retail customer during the January 2007 monthly billing period through the August 2007 monthly billing period, multiplied by (b) the dollar per kWh (\$/kWh) credit amount designated for the delivery class applicable to the residential retail customer as follows:

Residential Single Family Without Electric Space Heat Delivery Class	\$0.01029/kWh
Residential Multi Family Without Electric Space Heat Delivery Class	\$0.01278/kWh
Residential Single Family With Electric Space Heat Delivery Class	\$0.00791/kWh
Residential Multi Family With Electric Space Heat Delivery Class	\$0.00680/kWh

Notwithstanding the previous provisions of this 2007 Credits section, the credit applicable to a residential retail customer in the October 2007 monthly billing period was not less than \$1.00.

Beginning with the November 2007 monthly billing period and extending through the December 2007 monthly billing period, a credit was applied to each kWh delivered to the residential retail customer during the monthly billing period and was equal to the \$/kWh credit designated for the delivery class applicable to the residential retail customer as follows:

Residential Single Family Without Electric Space Heat Delivery Class	\$0.01029/kWh
Residential Multi Family Without Electric Space Heat Delivery Class	\$0.01278/kWh
Residential Single Family With Electric Space Heat Delivery Class	\$0.00791/kWh
Residential Multi Family With Electric Space Heat Delivery Class	\$0.00680/kWh

Any credit provided in accordance with this 2007 Credits section was shown as a separate line item on the residential retail customer's monthly bill for electric service and designated as the General Assembly rate relief credit.

(Continued on Sheet No. 238)

RIDER CTR - CREDIT TARIFF-RESIDENTIAL

(Continued from Sheet No. 237)

2008 CREDITS.

The provisions of this 2008 Credits section applied subject to the Company's receipt of funding on behalf of the Company's residential retail customers in accordance with the Purpose section of the previous Rider CTR, and subject to the Adjustments, Termination, and Miscellaneous General Provisions sections of such previous Rider CTR.

Beginning with the January 2008 monthly billing period and extending through the June 2008 monthly billing period, a credit was applied to each kWh delivered to the residential retail customer during the monthly billing period and was equal to the \$/kWh credit designated for the delivery class applicable to the residential retail customer as follows:

Residential Single Family Without Electric Space Heat Delivery Class	\$0.00660/kWh
Residential Multi Family Without Electric Space Heat Delivery Class	\$0.00822/kWh
Residential Single Family With Electric Space Heat Delivery Class	\$0.00398/kWh
Residential Multi Family With Electric Space Heat Delivery Class	\$0.00346/kWh

Beginning with the July 2008 monthly billing period and extending through the December 2008 monthly billing period, a credit was applied to each kWh delivered to the residential retail customer during the monthly billing period and was equal to the \$/kWh credit designated for the delivery class applicable to the residential retail customer as follows:

Residential Single Family Without Electric Space Heat Delivery Class	\$0.00224/kWh
Residential Multi Family Without Electric Space Heat Delivery Class	\$0.00276/kWh
Residential Single Family With Electric Space Heat Delivery Class	\$0.00237/kWh
Residential Multi Family With Electric Space Heat Delivery Class	\$0.00212/kWh

Any credit provided in accordance with this 2008 Credits section was shown as a separate line item on the residential retail customer's monthly bill for electric service and designated as the General Assembly rate relief credit.

2009 CREDITS.

The provisions of this 2009 Credits section apply subject to the Company's receipt of funding on behalf of the Company's residential retail customers in accordance with the Purpose section of this rider and the previous Rider CTR, as applicable, and subject to the Adjustments, Termination, and Miscellaneous General Provisions sections of this rider and such previous Rider CTR.

Beginning with the January 2009 monthly billing period and extending through the June 2009 monthly billing period, a credit was or is applied to each kWh delivered to the residential retail customer during the monthly billing period and is equal to the \$/kWh credit designated for the delivery class applicable to the residential retail customer as follows:

Residential Single Family Without Electric Space Heat Delivery Class	\$0.00261/kWh
Residential Multi Family Without Electric Space Heat Delivery Class	\$0.00328/kWh
Residential Single Family With Electric Space Heat Delivery Class	\$0.00160/kWh
Residential Multi Family With Electric Space Heat Delivery Class	\$0.00138/kWh

Any credit provided in accordance with this 2009 Credits section is shown as a separate line item on the residential retail customer's monthly bill for electric service and designated as the General Assembly rate relief credit.

(Continued on Sheet No. 239)

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Post Office Box 805379
Chicago, Illinois 60680-5379

RIDER CTR - CREDIT TARIFF-RESIDENTIAL

(Continued from Sheet No. 238)

ADJUSTMENTS.

The \$/kWh credit values listed in the 2007 Credits, 2008 Credits, and 2009 Credits sections of this rider were or are subject to adjustment to insure that no more than \$411.5 million is provided in credits to residential retail customers under the previous Rider CTR and this rider. Any such adjustment is submitted to the Illinois Commerce Commission (ICC) in an informational filing, accompanied by supporting work papers, no later than the twentieth day of the month prior to the start of the monthly billing during which such adjustment is applicable.

In the event that credits provided under the previous Rider CTR and this rider to residential retail customers during the period that began with the October 2007 monthly billing period and extends through the June 2009 monthly period total to an amount less than \$411.5 million, then the difference between such total credits provided through the June 2009 monthly billing period and \$411.5 million is provided in a final credit to retail customers during the September 2009 monthly billing period. Notwithstanding the previous provisions of this paragraph, in the event that such final credit would result in a credit of less than \$0.01 per residential retail customer, then such difference is applied on or before December 31, 2009, as described in Section 16-111.5A(e) of the Public Utilities Act (Act).

TERMINATION.

This rider terminates on the later of (a) the time that the aggregate amount of credits has been provided, as set forth in the Purpose section of this rider, or (b) December 31, 2009. Credits described in this rider are not applied for the purposes of back billing or bill adjustments or any purpose whatsoever after the September 2009 monthly billing period.

Notwithstanding any other provisions in this rider, this rider immediately is terminated, and is not applicable, if legislation is passed by the Illinois General Assembly and enacted into law before August 1, 2011, that by its express provisions or by reason of judicial action has the effect of (a) freezing or reducing the retail rates of the Company or any of its affiliates or successors in interest; or (b) imposing or authorizing a new tax, special assessment, or fee on the generation of electricity, the ownership or leasehold of a generating unit, or the privilege or occupation of such generation, ownership or leasehold of generation units by any party to the RRFA, including affiliates and successors in interest, provided however that this does not apply to any generally applicable tax, special assessment, or fee.

Further notwithstanding any other provisions in this rider, the provision of credits hereunder immediately is terminated, and is not applicable, in the event that Illinois Public Act 95-0481, enacted on August 28, 2007, is declared invalid, in whole or in part, and any party to the RRFA provides written notice to each of the other parties to such RRFA that it is exercising its right to terminate such RRFA.

MISCELLANEOUS GENERAL PROVISIONS.

In the event that the effectiveness of Illinois Public Act 95-0481, enacted on August 28, 2007, is stayed or enjoined by a court, in whole or in part, then the provision of credits hereunder is held in abeyance until such time, if ever, as such stay or injunction is lifted.

In accordance with Section 16-111.5A(g) of the Act, the Company must file an annual report with the ICC and the AG that documents the provision of credits hereunder and under the previous Rider CTR.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER ECR
ENVIRONMENTAL COST RECOVERY ADJUSTMENT**

Applicable to All Rates Except Rate RESS and Rate MSPS

OVERVIEW.

An Environmental Cost Recovery Adjustment (ECR) is computed by the Company each year, and as otherwise applicable in accordance with the provisions of this rider, to recover all Incremental Costs, as defined in this Overview section, incurred by the Company in association with Environmental Activities associated with former manufactured gas plant (MGP) sites, as defined in this Overview section. Such ECR is applied to all kilowatt-hours (kWhs) delivered to retail customers for electric service in accordance with the provisions of this rider.

Environmental Activities mean activities performed, conducted, or implemented by or for the Company that are related to remediation or other treatment of environmental contamination at or associated with former MGP sites that is subject to applicable federal, state, or local laws and regulations, including, but not limited to, the investigation, sampling, monitoring, testing, removal and response measures, disposal, storage, and operation and maintenance of remediation and treatment measures.

- * Incremental Costs mean costs incurred by the Company in association with Environmental Activities and include, but are not limited to, (a) fees, charges, billings, assessments, land costs, including acquisition costs for land purchased solely for Environmental Activities, lease expenses, property taxes, insurance and maintenance, or other liabilities used for Environmental Activities; (b) costs or expenses associated with the pursuit of insurance or other cost recovery for Environmental Activities; (c) costs or expenses associated with judgments, orders or decisions, including settlements, by a court, a governmental agency or department, or other quasi-adjudicatory body concerning Environmental Activities; and (d) legal, litigation, and settlement costs and expenses associated with Environmental Activities. An Incremental Cost is incurred on the date the work corresponding to the associated Environmental Activity is performed, or in the case of payments by the Company associated with judgments, orders or decisions, including settlements, by a court, a governmental agency or department, or other quasi-adjudicatory body concerning Environmental Activities, the date the payment is made. Incremental Costs do not include (i) the costs the Company incurs arising out of personal injury claims from exposure to asbestos, (ii) land acquisition purchase costs incurred prior to August 22, 2009, (iii) expenses for wages and salaries of Company employees, or (iv) expenses for work performed by parties affiliated with the Company that are billed to the Company.

(Continued on Sheet No. 241)

**RIDER ECR
ENVIRONMENTAL COST RECOVERY ADJUSTMENT**

(Continued from Sheet No. 240)

ECR COMPUTATION AND APPLICATION.

The ECR is applied, in accordance with the provisions of this rider, to each kWh delivered to retail customers. The total charge or credit billed in accordance with the provisions of this rider is separately stated on each retail customer's monthly bill. The ECR is computed in accordance with the following equation:

$$\text{ECR} = \frac{\text{PC} - \text{NRIC} + \text{ARF} + \text{ORF}}{\text{PE}} \times \frac{100 \text{ } \phi}{\$ 1}$$

Where:

- ECR = Environmental Cost Recovery Adjustment, in ϕ /kWh rounded to the thousandths of a cent, is applied to each kWh delivered to each retail customer during the twelve (12) monthly billing periods, beginning with the January monthly billing period following the date that such ECR is filed with the Illinois Commerce Commission (ICC) for informational purposes, to recover Incremental Costs, or in the case of a revised ECR, beginning with the monthly billing period following the date that such revised ECR is filed with the ICC for informational purposes and extending through the following December monthly billing period.
- PC = Projected Costs, in \$, are equal to the projected Incremental Costs the Company expects to incur during the calendar year following the date that the ECR is filed with the ICC, or in the case of a revised ECR, during the period beginning with the month following the date that such revised ECR is filed with the ICC for informational purposes and extending through December 31.
- * NRIC = Net Reimbursements of Incremental Costs, in \$, are equal to (a) reimbursement funds from any source other than the application of ECRs, including funds from insurance recoveries, that are associated with Environmental Activities and that are received by the Company on or after January 2, 2007, and not otherwise credited through this rider, plus (b) proceeds from leases that are associated with Environmental Activities and that are received by the Company on or after January 2, 2007, plus (c) proceeds from land sales that are associated with Environmental Activities and that are received by the Company on or after August 22, 2009, with respect to land acquired after August 22, 2009, less (d) any Incremental Costs that the Company incurred on or after January 2, 2007, to obtain recovery of such funds or such proceeds from leases that are not otherwise recovered through this rider, less (e) any Incremental Costs that the Company incurred on or after August 22, 2009, to obtain recovery of such proceeds from land sales that are not otherwise recovered through this rider. To the extent such reimbursements or Incremental Costs are not known through December 31 due to the fact that the ECR is computed and filed with the ICC prior to December 31, NRIC includes reimbursements and costs the Company expects to receive or incur, respectively, through December 31. In the case of a revised ECR, instead of a twelve (12) month period, the period is equivalent to the number of months for which the PC is determined and includes the months that extend through the end of the month prior to the monthly billing period during which such revised ECR becomes effective.

(Continued on Sheet No. 242)

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Asterisk (*) indicates change.

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Post Office Box 805379
Chicago, Illinois 60680-5379

**RIDER ECR
ENVIRONMENTAL COST RECOVERY ADJUSTMENT**

(Continued from Sheet No. 241)

ECR COMPUTATION AND APPLICATION (CONTINUED).

- ARF = Automatic Reconciliation Factor, in \$, is equal to the cumulative over collection or under collection resulting from the application of then applicable ECRs through the twelve (12) month period ending December 31 prior to such calendar year. To the extent such ARF is not known through December 31 due to the fact that the ECR is computed and filed with the ICC prior to December 31, ARF is the cumulative over collection or under collection the Company expects through December 31. In the case of a revised ECR, the ARF is equal to the cumulative over collection or under collection resulting from the application of then applicable ECRs through the end of the month prior to the monthly billing period during which such revised ECR becomes effective.
- ORF = Ordered Reconciliation Factor, in \$, is equal to an amount ordered by the ICC to be refunded to or collected from retail customers.
- PE = Projected Energy, in kWh, is equal to a projection of the electric power and energy expected to be delivered during such calendar year, or in the case of a revised ECR, during the period beginning with the month following the date that such revised ECR is filed with the ICC for informational purposes and extending through December 31.

Each year, on or before November 30, the Company files with the ICC, for informational purposes, the ECR, computed in accordance with the equation in this ECR Computation and Application section, that is to be applied to each kWh delivered to retail customers during the twelve (12) monthly billing periods beginning with the January monthly billing period following such filing.

Notwithstanding the provisions of the previous paragraph, an ECR may be revised by the Company if the Company determines a revised ECR results in a better match between ECR revenues and Incremental Costs. The ECR must be revised in the event that insurance recoveries for a calendar year are greater than the sum of (a) the Incremental Costs incurred in such calendar year, and (b) the PC for the subsequent calendar year. The Company must file with the ICC, for informational purposes, such revised ECR no later than the fifteenth day of the month immediately preceding the monthly billing period during which such revised ECR becomes effective. The revised ECR is determined in accordance with the equation in this ECR Computation and Application section.

(Continued on Sheet No. 243)

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Post Office Box 805379
Chicago, Illinois 60680-5379

**RIDER ECR
ENVIRONMENTAL COST RECOVERY ADJUSTMENT**

(Continued from Sheet No. 242)

ANNUAL RECONCILIATION.

Each year, on or before February 28, the Company must file with the ICC an annual report that summarizes the operation of this rider and compares actual Incremental Cost recovery with Incremental Costs incurred in accordance with the provisions of this rider for the previous calendar year.

- * Such annual report must include a document specifying the ARF. Such report must also include a description of the status and disposition of any land acquired solely for Environmental Activities. Such annual filing must also include testimony regarding the prudence of the Company's Incremental Costs included in the reconciliation addressing, but not limited to the following items:
 - a. reasonable and appropriate business practices;
 - b. requirements of state and federal authorities;
 - c. minimization of costs to retail customers, consistent with safety, reliability, and quality assurance; and
 - d. facts and knowledge the Company possessed or reasonably should have possessed at the time the Incremental Costs were incurred.
- * Such testimony must also address any appraisals or other methods used to determine the acquisition price for any land acquired solely for Environmental Activities, and any documentation used to demonstrate that the acquisition of such land served to minimize costs to retail customers, consistent with safety, reliability, and quality assurance.

Unless otherwise ordered by the ICC, the Company must revise the ECR in accordance with the provisions of the ECR Computation and Application section of this rider to become effective beginning with the April monthly billing period following the date of the filing of such annual report. Such revised ECR must reflect the ARF specified in such annual report. The ICC may order a hearing to review any such annual report filed by the Company within 180 calendar days of the date of such annual filing. All amounts previously credited or collected under this rider are subject to further adjustment through the ORF, as directed by the ICC following such review.

INSURANCE RECOVERIES.

In the event that insurance recoveries received in a calendar year are greater than the sum of (a) the Incremental Costs incurred in such calendar year, and (b) the PC for the subsequent calendar year, such recoveries are used to cover costs for the current calendar year and any ongoing Incremental Costs. Interest is credited to any unexpended insurance proceeds at the Company's currently effective after tax cost of capital as allowed by the ICC.

(Continued on Sheet No. 244)

**RIDER ECR
ENVIRONMENTAL COST RECOVERY ADJUSTMENT**

(Continued from Sheet No. 243)

MISCELLANEOUS GENERAL PROVISIONS.

The amount of any annually filed ECR must be shown on an information sheet supplemental to this rider and submitted to the ICC in an informational filing on or before November 30 preceding the January monthly billing period during which such ECR becomes effective. The amount of any revised ECR must be shown on an information sheet supplemental to this rider and submitted to the ICC in an informational filing on or before the fifteenth day of the month immediately preceding the monthly billing period during which such revised ECR becomes effective. Such filing must be accompanied by work papers supporting the computation of such ECR. Unless otherwise ordered by the ICC, each such annually filed or revised ECR becomes effective in accordance with the provisions of this rider and as indicated on such supplemental information sheet and remains effective until superceded by a subsequent annually filed or revised ECR.

- * Acquisition costs for any land acquired solely for Environmental Activities that is subsequently determined to be retained by the Company for purposes other than Environmental Activities must be excluded from the calculation of the Company's rate base in any ICC jurisdictional rate case proceeding that occurs after such determination, to the extent that such acquisition costs have been recovered through this rider.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER EDA
ENERGY EFFICIENCY AND DEMAND RESPONSE ADJUSTMENT**

Applicable to All Rates Except Rate RESS and Rate MSPS

OVERVIEW.

Pursuant to the provisions of Section 12-103 of the Public Utilities Act (Act), 220 ILCS 5/12-103, that became effective on August 28, 2007, authorizing the assessment of charges for approved energy efficiency and demand response measures on retail customers' monthly bills for electric service, an Energy Efficiency and Demand Response Adjustment (EDA) is computed by the Company each year to recover all Incremental Costs incurred by the Company in association with Energy Efficiency and Demand Response Measures in accordance with the Illinois Commerce Commission (ICC) Order in Docket No. 07-0540 entered February 6, 2008. Such EDA is applied to each kilowatt-hour (kWh) delivered to retail customers for electric service in accordance with the provisions of this rider.

DEFINITIONS.

The following definitions are for use in this rider.

Energy Efficiency and Demand Response Measures

Energy Efficiency and Demand Response Measures (Measures) mean activities and programs that are developed, implemented, or administered by or for the Company, or the Department of Commerce and Economic Opportunity (DCEO), that are related to energy efficiency and demand response plans approved by the ICC.

Incremental Costs

Incremental Costs mean costs incurred after August 28, 2007 by the Company or recovered on behalf of DCEO in association with the Measures and include, but are not limited to (a) fees, charges, billings, or assessments related to the Measures; (b) costs or expenses associated with equipment, devices, or services that are purchased, provided, installed, operated, maintained, or monitored for the Measures; (c) the revenue requirement equivalent of the return of and on a capital investment associated with a Measure, based on the most recent rate of return approved by the ICC; and (d) all legal and consultative costs associated with the Measures.

Incremental Costs also include 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 that are specifically related to the Measures and that were created after August 28, 2007.

Incremental Costs may not include any expenses for wages, salaries, and benefits of Company employees, employed either before or after August 28, 2007, that are otherwise recovered under other effective tariffs.

Incremental Costs, such as legal and consultative fees associated with the development of ICC approved energy efficiency and demand response plans, may be amortized over the three (3) year period of such plans.

(Continued on Sheet No. 246)

**RIDER EDA
ENERGY EFFICIENCY AND DEMAND RESPONSE ADJUSTMENT**

(Continued from Sheet No. 245)

EDA COMPUTATION AND APPLICATION.

Three (3) separate EDAs, EDA-R, EDA-NS, and EDA-NL are determined. Such EDA-R, EDA-NS, and EDA-NL are applied, in accordance with the provisions of this rider, to each kWh delivered to a) residential retail customers; b) lighting retail customers or nonresidential retail customers to which the Watt-Hour Delivery Class, Small Load Delivery Class, Medium Load Delivery Class, or Large Load Delivery Class is applicable; and c) nonresidential retail customers to which the Very Large Load Delivery Class, Extra Large Load Delivery Class, High Voltage Delivery Class, or Railroad Delivery Class is applicable, respectively. The total amount billed in accordance with the provisions of this rider is separately stated on each retail customer's monthly bill. Each EDA is computed in accordance with the following equation:

$$\text{EDA} = \frac{\text{PC} - \text{RIC} + \text{ARF} + \text{ORF}}{\text{PE}} \times \text{UF} \times \frac{100 \text{ ¢}}{\$ 1}$$

Where:

- EDA = Energy Efficiency and Demand Response Adjustment, in ¢/kWh rounded to the thousandths of a cent, is applied to each kWh delivered to each applicable retail customer during the twelve (12) monthly billing periods, beginning with the June monthly billing period following the date that such EDA is filed with the ICC for informational purposes, to recover Incremental Costs, or in the case of a revised EDA, beginning with the monthly billing period following the date that such revised EDA is filed with the ICC for informational purposes and extending through the following May monthly billing period.
- PC = Projected Costs, in \$, are equal to the projected Incremental Costs associated with the applicable retail customers during the applicable twelve (12) month period of an ICC approved energy efficiency and demand response plan, beginning in June following the date that the EDA is filed with the ICC, or in the case of a revised EDA, beginning with the month following the date that such revised EDA is filed with the ICC for informational purposes and extending through the following May.
- RIC = Reimbursements of Incremental Costs, in \$, are equal to funds from any source other than the application of EDAs that the Company expects to receive that are associated with the applicable retail customers during the applicable twelve (12) month period of an ICC approved energy efficiency and demand response plan, beginning in June following the date that the EDA is filed with the ICC, or in the case of a revised EDA, beginning with the month following the date that such revised EDA is filed with the ICC for informational purposes and extending through the following May, if any, directly related to the implementation of Measures and not otherwise credited through this rider.

(Continued on Sheet No. 247)

**RIDER EDA
ENERGY EFFICIENCY AND DEMAND RESPONSE ADJUSTMENT**

(Continued from Sheet No. 246)

EDA COMPUTATION AND APPLICATION (CONTINUED).

- ARF = Automatic Reconciliation Factor, in \$, is equal to the cumulative over collection or under collection from applicable retail customers, pursuant to plans approved by the ICC, resulting from the application of then applicable EDAs through the end of the following May monthly billing period. To the extent such ARF is not known through the end of the May monthly billing period due to the fact that the EDA is computed and filed with the ICC during the May monthly billing period, the ARF is the cumulative over collection or under collection the Company expects through the end of the May monthly billing period. In the case of a revised EDA, the ARF is equal to the cumulative over collection or under collection resulting from the application of then applicable EDAs beginning with the monthly billing period following the date that such revised EDA is filed with the ICC for informational purposes and extending through the following May monthly billing period.
- ORF = Ordered Reconciliation Factor, in \$, is equal to an amount ordered by the ICC to be refunded to or collected from applicable retail customers.
- * UF = Uncollectible Factor to adjust for applicable uncollectible costs incurred by the Company and equal to the uncollectible factor listed in Rider UF - Uncollectible Factors (Rider UF) for retail customers taking service under Rate BESH - Basic Electric Service Hourly Pricing (Rate BESH). Notwithstanding the previous provisions of this definition, for EDAs applicable after the March 2010 monthly billing period, UF equals one (1.0).
- PE = Projected Energy, in kWh, is equal to a projection of the electric power and energy expected to be delivered to applicable retail customers during such twelve (12) monthly billing periods, beginning with the June monthly billing period, or in the case of a revised EDA, beginning with the monthly billing period following the date that such revised EDA is filed with the ICC for informational purposes and extending through the following May monthly billing period.

Each year, on or before May 20, the Company must file with the ICC, for informational purposes, each EDA, computed in accordance with the equation in this EDA Computation and Application section, that is to be applied to each kWh delivered to applicable retail customers during the twelve (12) monthly billing periods beginning with the June monthly billing period following such filing. Such filing must be accompanied by work papers documenting the Company's calculation of the amounts contemplated by Section 12-103(d)(1)-(5) of the Act, as required by the ICC's Order entered February 6, 2008, in Docket No. 07-0540.

Notwithstanding the provisions of the previous paragraph, the Company may revise an EDA if the Company determines a revised EDA results in a better match between EDA revenues and applicable Incremental Costs. The Company must file with the ICC, for informational purposes, such revised EDA no later than the fifteenth day of the month immediately preceding the monthly billing period during which such revised EDA becomes effective. The revised EDA is determined in accordance with the equation in this EDA Computation and Application section.

(Continued on Sheet No. 248)

**Filed with the Illinois Commerce Commission on
February 9, 2010. Issued pursuant to the
Illinois Commerce Commission Order entered
February 2, 2010, in Docket No. 09-0433.
Asterisk (*) indicates change.**

**Date Effective: March 9, 2010
Issued by A. R. Pramaggiore, President
Post Office Box 805379
Chicago, Illinois 60680-5379**

**RIDER EDA
ENERGY EFFICIENCY AND DEMAND RESPONSE ADJUSTMENT**

(Continued from Sheet No. 247)

ANNUAL REPORTING.

Each year, on or before August 31, the Company must submit to the ICC an annual report that summarizes the operation of this rider and reconciles the revenues accrued through the application of the applicable EDA with the Incremental Costs incurred in accordance with the provisions of this rider for the previous twelve (12) monthly billing periods ending with the May monthly billing period prior to such filing. Notwithstanding the previous provisions of this Annual Reporting section, the first such annual report summarizes the operation of this rider and the previously effective ILL. C. C. No. 4 Rider EDA - Energy Efficiency and Demand Response Adjustment and is for the period beginning with the June 2008 monthly billing period, and extending through the May 2009 monthly billing period.

Such annual report must include (a) a document specifying the ARF; (b) testimony regarding the reasonableness and prudence of the Company's Incremental Costs included in the reconciliation as provided for in Section 12-103(f) of the Act; and (c) the results of an internal audit verified by an officer of the Company. Such internal audit must (i) examine whether the Incremental Costs recovered through the EDA are associated with the Measures and are not recovered through other approved tariffs; (ii) test retail customer bills to determine whether the applicable EDA is being properly applied to such bills; (iii) test that the revenues stemming from the applicable EDA are correctly stated; and (iv) test that funds from any source other than the application of the EDAs are identified and reflected in the computation of the EDA and ARF.

EDAs computed in accordance with the provisions of this rider are subject to adjustment in accordance with lawful orders issued by the ICC. Following the Company's annual report filing, the ICC initiates a hearing to review such annual report pursuant to Section 12-103(e) of the Act. All amounts previously credited or collected under this rider and the previously effective ILL. C. C. No. 4 Rider EDA - Energy Efficiency and Demand Response Adjustment are subject to further adjustment through the ORF, as directed by the ICC following such review.

MISCELLANEOUS GENERAL PROVISIONS.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER FCA
FRANCHISE COST ADDITIONS**

Applicable to All Rates

OVERVIEW.

This rider is applicable to all retail customers, Retail Electric Suppliers (RESs), and Metering Service Providers (MSPs) taking service from the Company in any municipality that has (a) an ordinance imposing an infrastructure maintenance fee upon the Company, or (b) a franchise agreement or contract with the Company.

The purpose of this rider is to recover franchise costs imposed upon the Company by municipalities solely from those retail customers, RESs, and MSPs taking any tariffed service from the Company within the boundaries of each such municipality imposing such costs.

FRANCHISE COST RECOVERY.

Infrastructure Maintenance Fee

For a situation in which a municipality adopts an ordinance imposing an infrastructure maintenance fee upon the Company as compensation for granting the Company the privilege of using such municipality's public rights of way for the delivery of electricity, the Company recovers the cost of such infrastructure maintenance fee by applying the per kilowatt-hour (kWh) additions for such municipality, as provided in the Infrastructure Maintenance Fee Table in this Infrastructure Maintenance Fee subsection, to the kWhs of energy delivered to each retail customer within the corporate limits of such municipality.

**INFRASTRUCTURE MAINTENANCE FEE TABLE
PER KILOWATT-HOUR ADDITIONS**

<u>Municipality</u>	<u>Cents per kilowatt-hour (¢/kWh)</u>									
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>
Chicago	0.530	0.350	0.310	0.305	0.300	0.280	0.275	0.270	0.265	0.260

Legend

A:	for the first	2,000	kWh delivered in the monthly billing period
B:	for the next	48,000	kWh delivered in the monthly billing period
C:	for the next	50,000	kWh delivered in the monthly billing period
D:	for the next	400,000	kWh delivered in the monthly billing period
E:	for the next	500,000	kWh delivered in the monthly billing period
F:	for the next	2,000,000	kWh delivered in the monthly billing period
G:	for the next	2,000,000	kWh delivered in the monthly billing period
H:	for the next	5,000,000	kWh delivered in the monthly billing period
I:	for the next	10,000,000	kWh delivered in the monthly billing period
J:	for all over	20,000,000	kWh delivered in the monthly billing period

(Continued on Sheet No. 250)

**RIDER FCA
FRANCHISE COST ADDITIONS**

(Continued from Sheet No. 249)

FRANCHISE COST RECOVERY (CONTINUED).

Franchise Cost Addition

A municipality-specific Franchise Cost Percentage is computed each year for each municipality that receives electric service or other items provided at no charge by the Company as compensation for granting the Company the privilege of using such municipality's public rights of way for the delivery of electricity. Such percentage is computed in accordance with the following equation:

$$FC\%_m = \frac{\text{Value}_m}{\text{Billings}_m} \times 100$$

Where:

$FC\%_m$ = Franchise Cost Percentage, in %, applicable to the municipality, m.

Value_m = Value of electric service or other items, in \$, provided by the Company without charge to the municipality, m, during the previous calendar year as published in the Company's Form 21 ILCC Annual Report to the Illinois Commerce Commission (ICC).

Billings_m = Billings, in \$, computed by the Company in accordance with its tariffs on file with the ICC and applied to retail customers, RESs, and MSPs taking service in the municipality, m, during the previous calendar year, that are associated with customer charges, standard metering service charges, distribution facilities charges, and rentals.

(Continued on Sheet No. 251)

**RIDER FCA
FRANCHISE COST ADDITIONS**

(Continued from Sheet No. 250)

FRANCHISE COST RECOVERY (CONTINUED).

Franchise Cost Addition (Continued)

The Company recovers the value of each municipality's electric service or other items provided at no charge by increasing the bill of each retail customer, RES, and MSP taking service within the corporate limits of such municipality during each monthly billing period by an amount, the Franchise Cost Addition (FCA), computed in accordance with the following equation:

$$FCA = \frac{FC\%_m}{100} \times (CC + SMSC + DFA + R)$$

Where:

- FCA = Franchise Cost Addition, in \$, applicable to the retail customer, RES, or MSP, as appropriate, for the monthly billing period.
- CC = Customer Charge, in \$, applicable to the retail customer for the monthly billing period.
- SMSC = Standard Metering Service Charge, in \$, applicable to the retail customer for the monthly billing period.
- DFA = Distribution Facilities Amount, in \$, applicable to the retail customer for the monthly billing period, and equal to the Distribution Facilities Charge applicable to the retail customer for the monthly billing period multiplied by the kilowatts (kW), kWhs, or number of fixtures applicable to the retail customer for the monthly billing period.
- R = Rental Amount, in \$, applicable to the retail customer, RES, or MSP, as appropriate, for the monthly billing period, and equal to the sum of rental amounts applied in accordance with the provisions of Rider NS - Nonstandard Services and Facilities (Rider NS) and/or Rider ML - Meter-Related Facilities Lease (Rider ML).

(Continued on Sheet No. 252)

**RIDER FCA
FRANCHISE COST ADDITIONS**

(Continued from Sheet No. 251)

FRANCHISE COST RECOVERY (CONTINUED).

Franchise Cost Addition (Continued)

The Franchise Cost Percentages computed each year in accordance with the equation previously provided in this Franchise Cost Addition subsection are listed in an informational filing submitted by the Company to the ICC no later than the first business day on or after May 1 of each year. Such informational filing must be accompanied by work papers documenting that the computations of the Franchise Cost Percentages are made in accordance with the applicable equation provided in this Franchise Cost Addition subsection. The Franchise Cost Percentages filed in such manner are applicable to retail customers, RESs, and MSPs for service provided during the twelve (12) monthly billing periods beginning with the June monthly billing period in the year in which such filing is made and extending through the end of the following May monthly billing period.

MISCELLANEOUS GENERAL PROVISIONS.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER LGC
LOCAL GOVERNMENT COMPLIANCE ADJUSTMENT**

Applicable to All Rates Except Rate RESS and Rate MSPS

OVERVIEW.

In the event that a Local Government Unit enacts an ordinance or otherwise utilizes its constitutional or statutory powers to compel the Company, directly or indirectly, to perform any combination of the following:

- a. provide a service in addition to, different from, or instead of a service which the Company would otherwise be required to provide,
- b. install facilities in addition to, different from, or instead of facilities which the Company would otherwise be required to install,
- c. remove existing facilities and replace them with facilities different from facilities which the Company would otherwise be required to provide in such replacement,
- d. remove existing facilities and replace them with facilities at a different time than the Company would otherwise be required to provide such replacement,
- e. modify facilities which the Company would otherwise not be required to modify, or modify facilities in a manner different from the manner in which the Company would otherwise be required to perform the modification,
- f. maintain its facilities in a manner that imposes additional requirements on, or is different from the manner in which the Company would otherwise be required to maintain its facilities,

the costs of providing such service, or installing, removing, replacing, modifying or maintaining such facilities are recovered from the Company's retail customers located within the boundaries of such Local Government Unit in accordance with the provisions of the Adjustment Computation and Application section of this rider. As described in such Adjustment Computation and Application section, if the Company recovers amounts in excess of such costs, such excess amounts are credited to such retail customers.

All facilities the Company is compelled to install in accordance with the provisions of this rider are the property of the Company.

For the purposes of this rider, the Company is otherwise required to provide a service, or install, remove, replace, modify, or maintain facilities in a particular manner only if it is obliged to do so (a) under a state or federal statute, (b) under a state or federal regulation, or (c) in accordance with the provisions for providing standard service and facilities in the Company's then current Schedule of Rates filed with the Illinois Commerce Commission (ICC).

(Continued on Sheet No. 254)

**Filed with the Illinois Commerce Commission on
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entered July 26, 2006, in Docket No. 05-0597
and August 15, 2007, in Docket No. 07-0432.**

**Date Effective: January 15, 2009
Issued by A. R. Pramaggiore, Exec. Vice President
Post Office Box 805379
Chicago, Illinois 60680-5379**

**RIDER LGC
LOCAL GOVERNMENT COMPLIANCE ADJUSTMENT**

(Continued from Sheet No. 253)

DEFINITIONS.

The following definitions are for use in this rider.

Costs

Costs mean the expenditures incurred by the Company in undertaking a project that it was directly or indirectly compelled to undertake by the Local Government Unit as described in the Overview section of this rider. Such Costs include the entire amount so recorded on the Company's books of account. Such Costs may be estimated, subject to adjustment to actual Costs as they become available. Costs do not include charges that the Company recovers under Rider NS - Nonstandard Services and Facilities (Rider NS).

Determination Month

Determination Month means the calendar month through which Costs and Revenues are accumulated and balanced in the Local Government Compliance Account. The Determination Month is the month two (2) months prior to the monthly billing period for which the LGC is computed.

Local Government Unit

Local Government Unit means any county, municipality, township, special district, or unit designated as a unit of local government by law and which exercises limited governmental powers or powers in respect to limited governmental subjects.

Revenues

Revenues mean cumulative amounts charged to retail customers located within the boundaries of the Local Government Unit for a project under this rider, less cumulative amounts credited to such retail customers for such project.

ADJUSTMENT COMPUTATION AND APPLICATION.

As applicable, a Local Government Compliance Adjustment (LGC) is applied, in accordance with the provisions of this rider, to kilowatt-hours (kWhs) provided to retail customers during the monthly billing period. The total charge or credit billed in accordance with the provisions of this rider is separately stated on each such retail customer's bill. The LGC is computed in accordance with the following equation:

$$\text{LGC} = \frac{A - P}{E} \times \frac{100 \text{ ¢}}{\$1}$$

(Continued on Sheet No. 255)

Filed with the Illinois Commerce Commission on
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Issued by A. R. Pramaggiore, Exec. Vice President
Post Office Box 805379
Chicago, Illinois 60680-5379

**RIDER LGC
LOCAL GOVERNMENT COMPLIANCE ADJUSTMENT**

(Continued from Sheet No. 254)

ADJUSTMENT COMPUTATION AND APPLICATION (CONTINUED).

Where:

- LGC = Local Government Compliance Adjustment, in ¢/kWh rounded to the thousandths of a cent, applied to each kWh provided during the monthly billing period to each retail customer located within the boundaries of the Local Government Unit to recover the Costs attributable to such Local Government Unit, with such LGC equal to a charge or credit, as applicable.
- A = Local Government Compliance Account Amount, in \$, equal to the net balance of the cumulative Costs attributable to the Local Government Unit less Revenues from retail customers located within the boundaries of such Local Government Unit through the end of the Determination Month.
- P = Pending Revenues, in \$, equal to the estimated amount of revenues charged or credited in accordance with the provisions of this rider to retail customers located within the boundaries of the Local Government Unit for the monthly billing period immediately prior to the monthly billing period for which the LGC is computed.
- E = Energy, in kWh, equal to the sum of the kWhs estimated to be provided during the monthly billing period for which the LGC is computed to retail customers located within the boundaries of the Local Government Unit for which the LGC is computed.

If service provided for a project under this rider, as described in items (a) through (f) in the Overview section of this rider, has been completed for a period of three (3) months and calculation of the LGC results in a charge or credit of less than 0.001¢/kWh for three (3) consecutive monthly billing periods, then the balance in the Local Government Compliance Account is reduced to zero through an adjustment recorded on the Company's books of account, provided that the LGC equaled or exceeded 0.001¢/kWh at least once for the project. Upon such adjustment of the Local Government Compliance Account to zero, any LGC previously determined for such project is not applied for purposes of back billing, bill adjustments, or any other purposes whatsoever.

If service provided for a project under this rider, as described in items (a) through (f) in the Overview section of this rider, has been completed for a period of three (3) months and calculation of the LGC results in a charge or credit of less than 0.001¢/kWh for three (3) consecutive monthly billing periods, but the LGC never equaled or exceeded 0.001¢/kWh for the project, then no further LGCs are computed and applied with respect to such project, and the balance in the Local Government Compliance Account attributable to such project is added to the Local Government Compliance Account for the next project billed under this rider for such Local Government Unit.

MISCELLANEOUS GENERAL PROVISIONS.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER RCA
RETAIL CUSTOMER ASSESSMENTS**

Applicable to All Rates Except Rate RESS and Rate MSPS

**RENEWABLE ENERGY RESOURCES AND
COAL TECHNOLOGY DEVELOPMENT ASSISTANCE CHARGE.**

Pursuant to the provisions of the Renewable Energy, Energy Efficiency, and Coal Resources Development Law of 1997, enacted on December 16, 1997, authorizing the assessment of charges for renewable energy resources and coal technology development assistance on retail customers' monthly bills for electric service, the Company includes the following Renewable Energy Resources and Coal Technology Development Assistance Charge, as applicable, on each retail customer's monthly bill:

For a residential retail customer	\$0.05
For any other retail customer	
If such retail customer's highest demand during the previous calendar year was less than 10,000 kilowatts (kW)	\$0.50
If such retail customer's highest demand during the previous calendar year was at least 10,000 kW	\$37.50

The Renewable Energy Resources and Coal Technology Development Assistance Charge is assessed through December 12, 2015, in accordance with Illinois Public Act 095-0481.

* **ENERGY ASSISTANCE CHARGE
FOR THE SUPPLEMENTAL LOW-INCOME ENERGY ASSISTANCE FUND.**

Pursuant to the provisions of Section 13 of the Energy Assistance Act of 1989, as amended on December 16, 1997, and July 10, 2009, authorizing the assessment of charges for the Supplemental Low-Income Energy Assistance Fund on retail customers' monthly bills for electric service, the Company includes the following Energy Assistance Charge for the Supplemental Low-Income Energy Assistance Fund, as applicable, on each retail customer's monthly bill:

For a residential retail customer through the July 2009 monthly billing period	\$0.40
For a residential retail customer beginning with the August 2009 monthly billing period	\$0.48
For any other retail customer through the July 2009 monthly billing period	
If such retail customer's highest demand during the previous calendar year was less than 10,000 kW	\$4.00
If such retail customer's highest demand during the previous calendar year was at least 10,000 kW	\$300.00
For any other retail customer beginning with the August 2009 monthly billing period	
If such retail customer's highest demand during the previous calendar year was less than 10,000 kW	\$4.80
If such retail customer's highest demand during the previous calendar year was at least 10,000 kW	\$360.00

The Energy Assistance Charge for the Supplemental Low-Income Energy Assistance Fund is assessed through December 31, 2013, in accordance with Illinois Public Act 095-0048.

(Continued on Sheet No. 257)

**RIDER RCA
RETAIL CUSTOMER ASSESSMENTS**

(Continued from Sheet No. 256)

RESIDENTIAL REAL TIME PRICING PROGRAM COST RECOVERY CHARGE.

Pursuant to subsection 16-107(b-25) of the Public Utilities Act (Act) and the Order entered by the Illinois Commerce Commission (ICC) in Docket No. 06-0617, authorizing the Company to recover the reasonable costs it incurs in complying with Section 16-107 of the Act, the Company includes the following Residential Real Time Pricing Program Cost Recovery Charge, on each retail customer's monthly bill:

For a residential retail customer	\$0.14
For any other retail customer	\$0.00

Notwithstanding any other provision of this rider, such Residential Real Time Pricing Program Cost Recovery Charge is included on monthly bills until Rider RRTP - Residential Real Time Pricing Program (Rider RRTP) is terminated. The specific charges listed in this Residential Real Time Pricing Program Cost Recovery Charge section are authorized by the ICC pursuant to its Order in Docket No. 06-0617.

MISCELLANEOUS GENERAL PROVISIONS.

The total amount of the charges assessed in accordance with the provisions of this rider is incorporated with the retail customer's Customer Charge. For a retail customer for which no Customer Charge is applied in accordance with the provisions of the electric service tariff under which such retail customer is taking service, a Customer Charge that includes the total amount of the charges assessed in accordance with the provisions of this rider is included on such retail customer's monthly bill.

**RIDER TAX
MUNICIPAL AND STATE TAX ADDITIONS**

Applicable to All Rates Except Rate RESS and Rate MSPS

STATE TAX ADDITIONS.

Pursuant to the provisions of the Electricity Excise Tax Law, 35 ILCS 640/2-4, imposing an excise tax on the privilege of using electricity purchased for use or consumption and not for resale, the Company charges state tax additions based upon the following cents per kilowatt-hour (¢/kWh) rates applied, as appropriate, to the kilowatt-hours (kWhs) delivered to retail customers, excluding business enterprises exempted under Section 2-4(c) and self-assessing purchasers as defined in the Electricity Excise Tax Law, 5 ILCS 640/2-3:

		<u>¢/kWh</u>
for the first	2,000 kWh used in a month	0.330
for the next	48,000 kWh used in a month	0.319
for the next	50,000 kWh used in a month	0.303
for the next	400,000 kWh used in a month	0.297
for the next	500,000 kWh used in a month	0.286
for the next	2,000,000 kWh used in a month	0.270
for the next	2,000,000 kWh used in a month	0.254
for the next	5,000,000 kWh used in a month	0.233
for the next	10,000,000 kWh used in a month	0.207
for all over	20,000,000 kWh used in a month	0.202

The total amount of such state tax additions is separately stated on the monthly bill of each retail customer to which such additions are applicable.

MUNICIPAL TAX ADDITIONS.

For each municipality that has adopted an ordinance imposing a tax on the privilege of using or consuming electricity acquired in a purchase at retail and used or consumed within the corporate limits of such municipality based on the kWh categories specified in Section 8-11-2, subparagraph 3 of the Illinois Municipal Code, 65 ILCS 5/8-11-2(3), the Company charges municipal tax additions based upon the ¢/kWh rates listed in this Municipal Tax Additions section for such municipality applied, as appropriate, to the kWhs delivered to all retail customers located within the corporate limits of such municipality.

The rates, in ¢/kWh, listed in this Municipal Tax Additions section for each such municipality include an addition equal to three percent (3%) of the tax to provide for reimbursement of administrative expenses as allowed by Section 8-11-2 subsection 4(c) of the Illinois Municipal Code, 65 ILCS 5/8-11-2(4c), as amended.

The total amount of such municipal tax additions is separately stated on the monthly bill of each retail customer to which such additions are applicable with the designation "Municipal Tax" or "City Tax" or by a similar legend.

(Continued on Sheet No. 259)

RIDER TAX
MUNICIPAL AND STATE TAX ADDITIONS

(Continued from Sheet No. 258)

MUNICIPAL TAX ADDITIONS (CONTINUED).

<u>Municipality</u>	<u>Municipal Tax Addition Rates in ¢/kWh</u>									
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>
Algonquin	0.473	0.310	0.279	0.272	0.264	0.248	0.244	0.240	0.237	0.233
Amboy	0.333	0.218	0.197	0.192	0.186	0.175	0.172	0.169	0.167	0.164
Antioch	0.628	0.412	0.371	0.361	0.350	0.330	0.324	0.319	0.314	0.309
* Arlington Heights	0.377	0.247	0.222	0.216	0.210	0.198	0.195	0.192	0.188	0.185
Aroma Park	0.615	0.404	0.364	0.353	0.343	0.322	0.317	0.313	0.308	0.303
Aurora	0.341	0.224	0.202	0.196	0.191	0.179	0.176	0.173	0.171	0.168
Barrington	0.572	0.375	0.337	0.328	0.318	0.300	0.295	0.290	0.285	0.281
Barrington Hills	0.542	0.355	0.319	0.311	0.302	0.284	0.280	0.275	0.271	0.267
Beecher	0.564	0.370	0.333	0.323	0.314	0.297	0.291	0.287	0.282	0.278
Bellwood	0.628	0.412	0.371	0.361	0.350	0.330	0.324	0.319	0.314	0.309
Belvidere	0.447	0.293	0.265	0.258	0.249	0.235	0.232	0.228	0.225	0.220
Bensenville	0.583	0.382	0.344	0.335	0.324	0.306	0.301	0.297	0.291	0.286
Berkeley	0.616	0.404	0.364	0.353	0.343	0.323	0.318	0.313	0.308	0.303
Berwyn	0.610	0.400	0.359	0.350	0.340	0.320	0.315	0.310	0.305	0.300
Big Rock	0.599	0.393	0.354	0.344	0.334	0.314	0.310	0.305	0.300	0.295
Blue Island	0.613	0.394	0.371	0.352	0.334	0.282	0.272	0.245	0.227	0.206
Braceville	0.345	0.227	0.204	0.198	0.193	0.181	0.178	0.175	0.172	0.170
Braidwood	0.574	0.376	0.339	0.329	0.319	0.301	0.296	0.291	0.286	0.282
Broadview	0.624	0.410	0.369	0.358	0.348	0.328	0.322	0.317	0.312	0.307
Brookfield	0.596	0.390	0.351	0.342	0.332	0.312	0.308	0.303	0.298	0.294
* Buffalo Grove	0.628	0.412	0.371	0.361	0.350	0.330	0.324	0.319	0.314	0.309
Bull Valley	0.528	0.346	0.312	0.303	0.295	0.277	0.273	0.269	0.265	0.260
Burlington	0.564	0.371	0.334	0.324	0.315	0.297	0.291	0.287	0.282	0.278
Burnham	0.594	0.390	0.351	0.341	0.332	0.312	0.307	0.302	0.298	0.293
Burr Ridge	0.552	0.432	0.320	0.318	0.317	0.316	0.258	0.206	0.155	0.103
Calumet City	0.577	0.379	0.341	0.331	0.320	0.302	0.299	0.294	0.288	0.283
Calumet Park	0.610	0.374	0.206	0.157	0.144	0.124	0.103	0.082	0.072	0.062
Carbon Hill	0.529	0.347	0.312	0.304	0.296	0.278	0.273	0.269	0.265	0.261
Carol Stream	0.581	0.398	0.394	0.330	0.329	0.281	0.258	0.237	0.216	0.196
Carpentersville	0.606	0.398	0.357	0.347	0.338	0.317	0.313	0.308	0.303	0.298
Cary	0.600	0.393	0.354	0.344	0.335	0.315	0.310	0.305	0.300	0.296
Chicago	0.628	0.412	0.371	0.361	0.350	0.330	0.324	0.319	0.314	0.309
Chicago Heights	0.609	0.412	0.355	0.353	0.293	0.268	0.194	0.192	0.191	0.129

LEGEND
Municipal Tax Addition Rates Categories

A: for the first	2,000 kWh used in the month	F: for the next	2,000,000 kWh used in the month
B: for the next	48,000 kWh used in the month	G: for the next	2,000,000 kWh used in the month
C: for the next	50,000 kWh used in the month	H: for the next	5,000,000 kWh used in the month
D: for the next	400,000 kWh used in the month	I: for the next	10,000,000 kWh used in the month
E: for the next	500,000 kWh used in the month	J: for all over	20,000,000 kWh used in the month

(Continued on Sheet No. 260)

RIDER TAX
MUNICIPAL AND STATE TAX ADDITIONS

(Continued from Sheet No. 259)

MUNICIPAL TAX ADDITIONS (CONTINUED).

Municipality	Municipal Tax Addition Rates in ¢/kWh									
	A	B	C	D	E	F	G	H	I	J
Cicero	0.632	0.408	0.394	0.352	0.313	0.200	0.175	0.144	0.113	0.082
Clarendon Hills	0.568	0.372	0.335	0.325	0.317	0.298	0.294	0.288	0.284	0.279
Coal City	0.582	0.333	0.332	0.331	0.143	0.124	0.123	0.122	0.121	0.119
Cortland	0.573	0.376	0.338	0.329	0.319	0.301	0.296	0.291	0.286	0.282
Country Club Hills	0.588	0.386	0.347	0.338	0.328	0.309	0.304	0.299	0.295	0.289
Countryside	0.628	0.412	0.371	0.361	0.350	0.330	0.324	0.319	0.314	0.309
Crest Hill	0.117	0.077	0.069	0.068	0.066	0.062	0.061	0.060	0.059	0.058
Dana	0.593	0.389	0.350	0.340	0.331	0.311	0.306	0.302	0.297	0.291
Darien	0.628	0.412	0.371	0.361	0.350	0.330	0.324	0.319	0.314	0.309
DeKalb	0.562	0.385	0.350	0.341	0.340	0.319	0.316	0.298	0.206	0.103
Deer Park	0.554	0.364	0.328	0.319	0.309	0.291	0.286	0.281	0.278	0.273
* Des Plaines	0.588	0.385	0.347	0.338	0.328	0.309	0.304	0.299	0.294	0.289
Diamond	0.539	0.353	0.318	0.309	0.300	0.282	0.278	0.274	0.269	0.265
Dixmoor	0.593	0.389	0.350	0.340	0.331	0.311	0.306	0.302	0.297	0.291
Dixon	0.412	0.270	0.243	0.236	0.230	0.216	0.212	0.209	0.206	0.203
Dolton	0.340	0.222	0.201	0.195	0.190	0.178	0.175	0.173	0.170	0.167
Downers Grove	0.403	0.265	0.238	0.232	0.225	0.211	0.208	0.205	0.202	0.199
Durand	0.390	0.255	0.230	0.224	0.217	0.205	0.202	0.198	0.195	0.192
Dwight	0.396	0.260	0.233	0.227	0.219	0.208	0.204	0.202	0.197	0.195
Earlville	0.569	0.373	0.336	0.321	0.317	0.299	0.293	0.288	0.284	0.280
East Dundee	0.588	0.403	0.392	0.254	0.227	0.206	0.175	0.144	0.113	0.082
East Hazel Crest	0.616	0.422	0.252	0.248	0.237	0.227	0.206	0.185	0.134	0.082
Elburn	0.599	0.393	0.354	0.344	0.334	0.314	0.310	0.305	0.300	0.295
Elmhurst	0.562	0.397	0.308	0.304	0.303	0.299	0.278	0.258	0.237	0.216
Elmwood Park	0.585	0.382	0.345	0.335	0.325	0.307	0.302	0.297	0.293	0.287
Elwood	0.570	0.374	0.336	0.327	0.317	0.299	0.295	0.289	0.284	0.280
Erie	0.381	0.249	0.225	0.218	0.212	0.200	0.197	0.194	0.191	0.187
Evanston	0.589	0.374	0.330	0.327	0.288	0.287	0.196	0.138	0.084	0.082

LEGEND
Municipal Tax Addition Rates Categories

A: for the first	2,000 kWh used in the month	F: for the next	2,000,000 kWh used in the month
B: for the next	48,000 kWh used in the month	G: for the next	2,000,000 kWh used in the month
C: for the next	50,000 kWh used in the month	H: for the next	5,000,000 kWh used in the month
D: for the next	400,000 kWh used in the month	I: for the next	10,000,000 kWh used in the month
E: for the next	500,000 kWh used in the month	J: for all over	20,000,000 kWh used in the month

(Continued on Sheet No. 261)

RIDER TAX
MUNICIPAL AND STATE TAX ADDITIONS

(Continued from Sheet No. 260)

MUNICIPAL TAX ADDITIONS (CONTINUED).

Municipality	Municipal Tax Addition Rates in ¢/kWh									
	A	B	C	D	E	F	G	H	I	J
Flossmoor	0.562	0.392	0.381	0.371	0.301	0.268	0.237	0.196	0.144	0.093
Ford Heights	0.607	0.398	0.358	0.348	0.338	0.318	0.313	0.308	0.303	0.299
Forest Park	0.559	0.359	0.358	0.319	0.316	0.263	0.227	0.191	0.155	0.118
Forest View	0.242	0.146	0.139	0.100	0.093	0.082	0.072	0.067	0.062	0.057
Fox River Grove	0.579	0.380	0.342	0.333	0.322	0.304	0.299	0.295	0.289	0.284
Franklin Park	0.610	0.400	0.359	0.349	0.340	0.319	0.314	0.310	0.305	0.300
Freeport	0.231	0.150	0.136	0.132	0.128	0.122	0.119	0.117	0.115	0.113
* Fulton	0.346	0.227	0.204	0.199	0.193	0.181	0.178	0.176	0.173	0.170
Genoa	0.579	0.380	0.342	0.333	0.322	0.304	0.299	0.295	0.289	0.285
Gilberts	0.606	0.397	0.357	0.347	0.337	0.317	0.312	0.308	0.303	0.298
Glencoe	0.555	0.433	0.330	0.319	0.299	0.258	0.216	0.185	0.155	0.124
Glendale Heights	0.461	0.303	0.273	0.265	0.258	0.242	0.239	0.235	0.231	0.228
Glen Ellyn	0.569	0.377	0.375	0.361	0.350	0.339	0.327	0.247	0.175	0.082
Glenview	0.556	0.366	0.346	0.345	0.340	0.338	0.294	0.206	0.144	0.082
Glenwood	0.561	0.359	0.358	0.357	0.350	0.330	0.309	0.288	0.268	0.247
Godley	0.607	0.398	0.358	0.348	0.338	0.318	0.313	0.308	0.304	0.299
Golf	0.568	0.372	0.335	0.325	0.316	0.298	0.293	0.288	0.283	0.279
Grant Park	0.586	0.384	0.346	0.336	0.327	0.307	0.303	0.298	0.293	0.288
Grayslake	0.581	0.381	0.342	0.334	0.323	0.305	0.301	0.295	0.290	0.286
Hainesville	0.588	0.386	0.347	0.338	0.329	0.309	0.304	0.299	0.295	0.289
Hampshire	0.366	0.240	0.216	0.210	0.204	0.192	0.188	0.186	0.183	0.180
Hanover Park	0.260	0.170	0.153	0.148	0.144	0.136	0.134	0.132	0.130	0.128
Harvard	0.552	0.363	0.325	0.317	0.308	0.289	0.285	0.281	0.276	0.272
Harvey	0.607	0.377	0.333	0.332	0.331	0.309	0.293	0.280	0.258	0.227
Harwood Heights	0.610	0.412	0.381	0.329	0.321	0.278	0.227	0.165	0.124	0.082
Hazel Crest	0.584	0.355	0.338	0.320	0.185	0.175	0.165	0.134	0.113	0.082
Hebron	0.551	0.362	0.325	0.316	0.307	0.288	0.284	0.280	0.275	0.271
Hickory Hills	0.578	0.379	0.341	0.332	0.322	0.303	0.299	0.294	0.288	0.284

LEGEND
Municipal Tax Addition Rates Categories

A: for the first	2,000 kWh used in the month	F: for the next	2,000,000 kWh used in the month
B: for the next	48,000 kWh used in the month	G: for the next	2,000,000 kWh used in the month
C: for the next	50,000 kWh used in the month	H: for the next	5,000,000 kWh used in the month
D: for the next	400,000 kWh used in the month	I: for the next	10,000,000 kWh used in the month
E: for the next	500,000 kWh used in the month	J: for all over	20,000,000 kWh used in the month

(Continued on Sheet No. 262)

RIDER TAX
MUNICIPAL AND STATE TAX ADDITIONS

(Continued from Sheet No. 261)

MUNICIPAL TAX ADDITIONS (CONTINUED).

<u>Municipality</u>	<u>Municipal Tax Addition Rates in ¢/kWh</u>									
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>
Highland Park	0.563	0.397	0.372	0.335	0.334	0.333	0.332	0.237	0.144	0.082
Highwood	0.598	0.392	0.353	0.343	0.334	0.314	0.309	0.304	0.299	0.295
Hillside	0.604	0.397	0.356	0.346	0.337	0.317	0.312	0.307	0.302	0.297
Hinckley	0.546	0.358	0.322	0.312	0.304	0.286	0.281	0.278	0.273	0.268
Hinsdale	0.549	0.361	0.325	0.316	0.306	0.288	0.284	0.279	0.275	0.269
Hodgkins	0.353	0.232	0.209	0.203	0.197	0.185	0.182	0.180	0.177	0.174
Holiday Hills	0.572	0.375	0.337	0.328	0.318	0.300	0.295	0.290	0.285	0.281
Homewood	0.553	0.363	0.327	0.317	0.308	0.289	0.285	0.281	0.276	0.272
Hopkins Park	0.574	0.377	0.339	0.330	0.320	0.301	0.297	0.291	0.287	0.282
Indian Head Park	0.533	0.349	0.314	0.305	0.297	0.279	0.275	0.271	0.266	0.262
Island Lake	0.588	0.386	0.347	0.338	0.328	0.309	0.304	0.299	0.295	0.289
Joliet	0.239	0.158	0.128	0.127	0.126	0.102	0.040	0.033	0.031	0.026
Justice	0.587	0.385	0.347	0.337	0.328	0.308	0.304	0.299	0.294	0.289
Kankakee	0.577	0.378	0.341	0.331	0.321	0.303	0.298	0.294	0.288	0.283
Kenilworth	0.570	0.374	0.336	0.327	0.317	0.299	0.295	0.289	0.284	0.280
Kirkland	0.572	0.375	0.338	0.329	0.318	0.300	0.296	0.290	0.286	0.281
LaGrange	0.353	0.232	0.209	0.203	0.197	0.185	0.182	0.180	0.177	0.174
LaGrange Park	0.597	0.392	0.353	0.343	0.334	0.313	0.309	0.304	0.299	0.294
Lake Barrington	0.094	0.062	0.056	0.054	0.053	0.049	0.048	0.047	0.046	0.045
Lake Bluff	0.570	0.428	0.333	0.324	0.309	0.288	0.268	0.247	0.227	0.206
Lake Forest	0.553	0.404	0.340	0.339	0.233	0.216	0.196	0.175	0.155	0.134
* Lake Villa	0.628	0.412	0.371	0.361	0.350	0.330	0.324	0.319	0.314	0.309
Lakemoor	0.599	0.441	0.278	0.273	0.247	0.206	0.175	0.144	0.113	0.082
Lakewood	0.558	0.366	0.330	0.320	0.311	0.293	0.288	0.283	0.279	0.275
Lansing	0.579	0.368	0.352	0.317	0.316	0.275	0.240	0.206	0.172	0.137
Leaf River	0.573	0.375	0.338	0.329	0.319	0.300	0.296	0.290	0.286	0.281
Lee	0.593	0.389	0.350	0.341	0.331	0.311	0.307	0.302	0.297	0.291
Leland	0.594	0.389	0.350	0.341	0.331	0.311	0.307	0.302	0.297	0.293
Lemont	0.571	0.374	0.337	0.328	0.318	0.299	0.295	0.289	0.285	0.280
Libertyville	0.628	0.412	0.371	0.361	0.350	0.330	0.324	0.319	0.314	0.309

LEGEND

Municipal Tax Addition Rates Categories

A: for the first	2,000 kWh used in the month	F: for the next	2,000,000 kWh used in the month
B: for the next	48,000 kWh used in the month	G: for the next	2,000,000 kWh used in the month
C: for the next	50,000 kWh used in the month	H: for the next	5,000,000 kWh used in the month
D: for the next	400,000 kWh used in the month	I: for the next	10,000,000 kWh used in the month
E: for the next	500,000 kWh used in the month	J: for all over	20,000,000 kWh used in the month

(Continued on Sheet No. 263)

RIDER TAX
MUNICIPAL AND STATE TAX ADDITIONS

(Continued from Sheet No. 262)

MUNICIPAL TAX ADDITIONS (CONTINUED).

<u>Municipality</u>	<u>Municipal Tax Addition Rates in ¢/kWh</u>									
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>
Lincolnshire	0.552	0.377	0.335	0.331	0.329	0.324	0.258	0.206	0.155	0.103
Lincolnwood	0.562	0.406	0.367	0.346	0.344	0.309	0.288	0.268	0.247	0.227
Lisle	0.556	0.365	0.329	0.319	0.310	0.291	0.287	0.283	0.278	0.274
* Lombard	0.628	0.412	0.371	0.361	0.350	0.330	0.324	0.319	0.314	0.309
Lynwood	0.585	0.381	0.335	0.299	0.268	0.237	0.206	0.175	0.144	0.113
Lyons	0.606	0.397	0.357	0.347	0.338	0.317	0.313	0.308	0.303	0.298
Malta	0.555	0.365	0.328	0.318	0.310	0.291	0.287	0.282	0.278	0.273
Maple Park	0.561	0.368	0.331	0.322	0.313	0.295	0.289	0.285	0.280	0.276
Marengo	0.567	0.372	0.335	0.325	0.316	0.298	0.293	0.288	0.283	0.279
Markham	0.587	0.385	0.347	0.337	0.328	0.308	0.303	0.299	0.294	0.288
Marseilles	0.478	0.313	0.282	0.274	0.266	0.250	0.246	0.243	0.239	0.235
Matteson	0.563	0.370	0.333	0.323	0.314	0.296	0.290	0.286	0.281	0.277
Maywood	0.578	0.379	0.341	0.332	0.322	0.303	0.299	0.294	0.289	0.284
Mazon	0.528	0.346	0.312	0.303	0.295	0.277	0.273	0.269	0.264	0.260
Melrose Park	0.611	0.436	0.434	0.322	0.250	0.249	0.248	0.246	0.244	0.235
Midlothian	0.577	0.378	0.340	0.331	0.321	0.303	0.298	0.294	0.288	0.283
Milledgeville	0.580	0.380	0.342	0.333	0.323	0.304	0.300	0.295	0.290	0.285
Minonk	0.391	0.256	0.231	0.225	0.218	0.205	0.202	0.199	0.196	0.193
Minooka	0.570	0.374	0.337	0.328	0.317	0.299	0.295	0.289	0.285	0.280
Montgomery	0.568	0.372	0.335	0.325	0.316	0.298	0.294	0.288	0.284	0.279
Morrison	0.461	0.303	0.272	0.265	0.258	0.242	0.238	0.235	0.231	0.227
Morton Grove	0.584	0.383	0.345	0.335	0.325	0.307	0.302	0.297	0.293	0.287
Mount Morris	0.221	0.145	0.131	0.128	0.124	0.116	0.114	0.112	0.111	0.109
Mount Prospect	0.362	0.243	0.218	0.191	0.190	0.136	0.124	0.108	0.098	0.082
Naperville	0.538	0.352	0.317	0.309	0.300	0.282	0.278	0.273	0.269	0.265
New Millford	0.345	0.227	0.204	0.198	0.193	0.181	0.178	0.175	0.172	0.170
Niles	0.357	0.234	0.211	0.205	0.199	0.187	0.184	0.181	0.178	0.175
North Aurora	0.344	0.227	0.204	0.198	0.192	0.181	0.175	0.173	0.169	0.167
North Chicago	0.473	0.310	0.279	0.271	0.264	0.248	0.244	0.240	0.236	0.233
North Riverside	0.586	0.384	0.346	0.336	0.327	0.307	0.303	0.298	0.293	0.288
Northbrook	0.229	0.150	0.135	0.131	0.128	0.119	0.118	0.116	0.114	0.112
Northfield	0.552	0.391	0.350	0.349	0.348	0.344	0.342	0.340	0.338	0.336
Northlake	0.593	0.415	0.327	0.309	0.289	0.288	0.042	0.034	0.026	0.018

LEGEND
Municipal Tax Addition Rates Categories

A: for the first	2,000 kWh used in the month	F: for the next	2,000,000 kWh used in the month
B: for the next	48,000 kWh used in the month	G: for the next	2,000,000 kWh used in the month
C: for the next	50,000 kWh used in the month	H: for the next	5,000,000 kWh used in the month
D: for the next	400,000 kWh used in the month	I: for the next	10,000,000 kWh used in the month
E: for the next	500,000 kWh used in the month	J: for all over	20,000,000 kWh used in the month

(Continued on Sheet No. 264)

RIDER TAX
MUNICIPAL AND STATE TAX ADDITIONS

(Continued from Sheet No. 263)

MUNICIPAL TAX ADDITIONS (CONTINUED).

Municipality	Municipal Tax Addition Rates in ¢/kWh									
	A	B	C	D	E	F	G	H	I	J
Oak Brook	0.533	0.378	0.342	0.333	0.317	0.316	0.240	0.206	0.172	0.137
Oak Brook Terrace	0.552	0.362	0.325	0.316	0.307	0.289	0.285	0.280	0.276	0.271
Oak Forest	0.575	0.377	0.340	0.330	0.320	0.302	0.297	0.293	0.287	0.283
Oak Lawn	0.113	0.074	0.067	0.065	0.063	0.060	0.059	0.058	0.057	0.056
Oak Park	0.595	0.377	0.363	0.356	0.345	0.337	0.307	0.302	0.297	0.293
Odell	0.569	0.373	0.336	0.327	0.317	0.299	0.294	0.289	0.284	0.280
Olympia Fields	0.561	0.397	0.319	0.309	0.304	0.299	0.258	0.232	0.206	0.180
Orland Hills	0.599	0.375	0.312	0.304	0.273	0.243	0.206	0.155	0.113	0.082
Oswego	0.377	0.247	0.222	0.216	0.210	0.198	0.195	0.192	0.188	0.185
Palos Heights	0.575	0.394	0.308	0.307	0.306	0.305	0.278	0.258	0.237	0.216
Palos Hills	0.454	0.298	0.268	0.261	0.253	0.238	0.235	0.231	0.227	0.224
* Palos Park	0.628	0.412	0.371	0.361	0.350	0.330	0.324	0.319	0.314	0.309
Park City	0.551	0.362	0.325	0.316	0.307	0.289	0.284	0.280	0.275	0.271
Park Forest	0.611	0.401	0.361	0.350	0.340	0.320	0.315	0.310	0.305	0.300
Park Ridge	0.575	0.370	0.365	0.312	0.311	0.310	0.289	0.206	0.134	0.082
Pecatonica	0.547	0.358	0.323	0.314	0.305	0.287	0.282	0.278	0.274	0.269
Peotone	0.591	0.387	0.349	0.339	0.330	0.310	0.305	0.301	0.296	0.290
Phoenix	0.590	0.387	0.348	0.339	0.330	0.310	0.305	0.300	0.296	0.290
Pingree Grove	0.554	0.364	0.328	0.318	0.309	0.290	0.286	0.281	0.277	0.273
Plainfield	0.457	0.303	0.296	0.289	0.278	0.258	0.216	0.175	0.129	0.082
Plano	0.581	0.381	0.343	0.333	0.323	0.305	0.300	0.295	0.290	0.285
Polo	0.567	0.372	0.335	0.325	0.316	0.298	0.293	0.288	0.283	0.279
Port Barrington	0.571	0.374	0.337	0.328	0.318	0.300	0.295	0.289	0.285	0.280
Posen	0.612	0.402	0.362	0.351	0.341	0.321	0.316	0.311	0.306	0.301
Prairie Grove	0.237	0.156	0.139	0.136	0.133	0.124	0.123	0.121	0.118	0.116
Prospect Heights	0.560	0.372	0.340	0.289	0.288	0.287	0.247	0.227	0.206	0.185
Richton Park	0.536	0.312	0.311	0.309	0.278	0.227	0.196	0.155	0.124	0.082
Riverdale	0.607	0.435	0.392	0.290	0.153	0.117	0.113	0.111	0.106	0.098
River Forest	0.563	0.376	0.371	0.309	0.299	0.297	0.291	0.287	0.282	0.278
River Grove	0.604	0.391	0.389	0.371	0.359	0.336	0.309	0.278	0.247	0.216
Riverside	0.596	0.390	0.352	0.342	0.333	0.313	0.308	0.303	0.298	0.294
Riverwoods	0.533	0.390	0.387	0.386	0.333	0.330	0.324	0.319	0.314	0.309
Robbins	0.613	0.372	0.364	0.280	0.279	0.258	0.237	0.216	0.196	0.175
Rockdale	0.600	0.394	0.354	0.345	0.335	0.315	0.310	0.305	0.301	0.296
Rolling Meadows	0.628	0.412	0.371	0.361	0.350	0.330	0.324	0.319	0.314	0.309
Romeoville	0.599	0.413	0.354	0.353	0.352	0.342	0.229	0.222	0.219	0.206

LEGEND

Municipal Tax Addition Rates Categories

A: for the first	2,000 kWh used in the month	F: for the next	2,000,000 kWh used in the month
B: for the next	48,000 kWh used in the month	G: for the next	2,000,000 kWh used in the month
C: for the next	50,000 kWh used in the month	H: for the next	5,000,000 kWh used in the month
D: for the next	400,000 kWh used in the month	I: for the next	10,000,000 kWh used in the month
E: for the next	500,000 kWh used in the month	J: for all over	20,000,000 kWh used in the month

(Continued on Sheet No. 265)

Filed with the Illinois Commerce Commission on
February 26, 2010. Issued pursuant to
Section 8-11-2 of the Illinois Municipal Code,
65 ILCS 5/8-11-2, as amended.
Asterisk (*) indicates change.

Date Effective: March 1, 2010
Issued by A. R. Pramaggiore, President
Post Office Box 805379
Chicago, Illinois 60680-5379

RIDER TAX
MUNICIPAL AND STATE TAX ADDITIONS

(Continued from Sheet No. 264)

MUNICIPAL TAX ADDITIONS (CONTINUED).

Municipality	Municipal Tax Addition Rates in ¢/kWh									
	A	B	C	D	E	F	G	H	I	J
Roselle	0.573	0.342	0.273	0.272	0.227	0.206	0.185	0.155	0.113	0.082
Rosemont	0.571	0.374	0.337	0.328	0.318	0.300	0.295	0.290	0.285	0.281
Round Lake	0.600	0.435	0.433	0.264	0.216	0.196	0.165	0.144	0.113	0.082
Round Lake Beach	0.597	0.374	0.309	0.271	0.268	0.263	0.245	0.235	0.225	0.206
Round Lake Heights	0.358	0.235	0.211	0.205	0.200	0.187	0.185	0.182	0.179	0.176
Round Lake Park	0.610	0.392	0.379	0.378	0.339	0.319	0.314	0.309	0.305	0.300
Rutland	0.594	0.390	0.351	0.341	0.332	0.312	0.307	0.302	0.298	0.293
Sandwich	0.447	0.294	0.263	0.256	0.249	0.234	0.230	0.228	0.224	0.219
Sauk Village	0.587	0.384	0.346	0.337	0.327	0.308	0.303	0.298	0.294	0.288
Saunemin	0.563	0.370	0.333	0.323	0.314	0.296	0.291	0.286	0.282	0.277
Schiller Park	0.594	0.443	0.355	0.343	0.267	0.206	0.175	0.144	0.113	0.082
Seneca	0.600	0.393	0.354	0.344	0.335	0.315	0.310	0.305	0.300	0.296
Shabbona	0.562	0.369	0.332	0.322	0.313	0.295	0.290	0.285	0.281	0.276
Shannon	0.572	0.376	0.338	0.330	0.319	0.301	0.297	0.291	0.286	0.281
Shorewood	0.576	0.386	0.374	0.262	0.232	0.206	0.180	0.155	0.129	0.103
Sleepy Hollow	0.561	0.369	0.332	0.322	0.313	0.295	0.290	0.285	0.281	0.276
Somonauk	0.568	0.372	0.335	0.325	0.316	0.298	0.294	0.288	0.283	0.279
South Barrington	0.561	0.369	0.332	0.322	0.313	0.295	0.290	0.285	0.281	0.276
South Chicago Heights	0.620	0.407	0.366	0.355	0.346	0.325	0.320	0.315	0.310	0.305
South Elgin	0.108	0.071	0.064	0.062	0.060	0.057	0.056	0.055	0.054	0.053
South Holland	0.582	0.412	0.343	0.314	0.303	0.268	0.240	0.214	0.179	0.137
* Spring Grove	0.628	0.412	0.371	0.361	0.350	0.330	0.324	0.319	0.314	0.309
Steger	0.582	0.382	0.344	0.334	0.324	0.305	0.301	0.296	0.291	0.286
Stickney	0.507	0.332	0.299	0.290	0.282	0.266	0.262	0.258	0.253	0.249
Stillman Valley	0.573	0.376	0.338	0.329	0.319	0.301	0.296	0.291	0.286	0.281
Stone Park	0.630	0.449	0.401	0.361	0.319	0.258	0.196	0.155	0.113	0.082
Streamwood	0.462	0.304	0.273	0.266	0.258	0.243	0.239	0.235	0.232	0.228
Streator	0.230	0.150	0.136	0.132	0.128	0.121	0.118	0.116	0.115	0.113
Sugar Grove	0.570	0.373	0.336	0.327	0.317	0.299	0.294	0.289	0.284	0.280
Summit	0.611	0.401	0.361	0.350	0.341	0.320	0.315	0.310	0.306	0.301

LEGEND

Municipal Tax Addition Rates Categories

A: for the first	2,000 kWh used in the month	F: for the next	2,000,000 kWh used in the month
B: for the next	48,000 kWh used in the month	G: for the next	2,000,000 kWh used in the month
C: for the next	50,000 kWh used in the month	H: for the next	5,000,000 kWh used in the month
D: for the next	400,000 kWh used in the month	I: for the next	10,000,000 kWh used in the month
E: for the next	500,000 kWh used in the month	J: for all over	20,000,000 kWh used in the month

(Continued on Sheet No. 266)

**RIDER TAX
MUNICIPAL AND STATE TAX ADDITIONS**

(Continued from Sheet No. 265)

MUNICIPAL TAX ADDITIONS (CONTINUED).

<u>Municipality</u>	<u>Municipal Tax Addition Rates in ¢/kWh</u>									
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>
Sun River Terrace	0.596	0.391	0.352	0.342	0.333	0.313	0.308	0.303	0.299	0.294
Thornton	0.479	0.322	0.321	0.320	0.319	0.318	0.299	0.278	0.258	0.237
Union	0.614	0.403	0.363	0.352	0.342	0.322	0.317	0.312	0.307	0.302
University Park	0.593	0.454	0.384	0.340	0.339	0.333	0.278	0.196	0.134	0.082
Vernon Hills	0.592	0.388	0.350	0.340	0.331	0.311	0.306	0.301	0.297	0.291
Verona	0.528	0.346	0.312	0.303	0.295	0.277	0.273	0.269	0.264	0.260
Villa Park	0.591	0.406	0.387	0.285	0.258	0.227	0.196	0.155	0.113	0.082
Warren	0.557	0.365	0.329	0.319	0.310	0.293	0.287	0.283	0.278	0.274
Wauconda	0.589	0.386	0.348	0.338	0.329	0.309	0.304	0.300	0.295	0.289
Waukegan	0.595	0.382	0.348	0.335	0.333	0.322	0.321	0.309	0.288	0.268
Wayne	0.554	0.364	0.328	0.318	0.309	0.290	0.286	0.282	0.277	0.273
Wenona	0.567	0.372	0.334	0.324	0.315	0.297	0.293	0.287	0.283	0.278
West Chicago	0.572	0.396	0.394	0.333	0.245	0.244	0.005	0.004	0.003	0.002
* West Dundee	0.628	0.412	0.371	0.361	0.350	0.330	0.324	0.319	0.314	0.309
Westchester	0.590	0.387	0.348	0.339	0.329	0.310	0.305	0.300	0.296	0.290
Western Springs	0.581	0.381	0.343	0.334	0.323	0.305	0.300	0.296	0.290	0.285
Westmont	0.588	0.384	0.373	0.327	0.273	0.247	0.206	0.175	0.144	0.082
Wheaton	0.416	0.273	0.246	0.239	0.232	0.218	0.215	0.211	0.208	0.205
Wheeling	0.457	0.301	0.272	0.264	0.255	0.239	0.235	0.231	0.227	0.222
Willowbrook	0.574	0.376	0.338	0.330	0.319	0.301	0.296	0.291	0.286	0.281
Willow Springs	0.576	0.377	0.340	0.331	0.320	0.302	0.297	0.293	0.287	0.283
Wilmette	0.569	0.374	0.367	0.300	0.268	0.227	0.185	0.144	0.108	0.082
Wilmington	0.567	0.372	0.335	0.325	0.316	0.298	0.293	0.288	0.283	0.279
Winfield	0.628	0.412	0.371	0.361	0.350	0.330	0.324	0.319	0.314	0.309
Winthrop Harbor	0.569	0.373	0.336	0.327	0.317	0.296	0.294	0.288	0.284	0.279
Wood Dale	0.568	0.394	0.358	0.346	0.332	0.185	0.165	0.134	0.108	0.082
Woodridge	0.584	0.381	0.375	0.276	0.028	0.024	0.020	0.016	0.013	0.010
Worth	0.558	0.366	0.330	0.320	0.311	0.293	0.288	0.284	0.279	0.275
Yorkville	0.579	0.380	0.342	0.333	0.322	0.304	0.299	0.295	0.289	0.285
Zion	0.574	0.361	0.358	0.327	0.268	0.227	0.206	0.185	0.165	0.144

LEGEND

Municipal Tax Addition Rates Categories

A: for the first	2,000 kWh used in the month	F: for the next	2,000,000 kWh used in the month
B: for the next	48,000 kWh used in the month	G: for the next	2,000,000 kWh used in the month
C: for the next	50,000 kWh used in the month	H: for the next	5,000,000 kWh used in the month
D: for the next	400,000 kWh used in the month	I: for the next	10,000,000 kWh used in the month
E: for the next	500,000 kWh used in the month	J: for all over	20,000,000 kWh used in the month

**RIDER UF
UNCOLLECTIBLE FACTORS**

* **Applicable to All Tariffs as Appropriate**

APPLICABILITY.

* This rider is applicable to retail customers, Retail Electric Suppliers (RESs), and Metering Service Providers (MSPs) in accordance with applicable tariffs in the Company's Schedule of Rates.

* **PURPOSE.**

The purpose of this rider is to allow the Company to recover applicable uncollectible costs it incurs.

* **BASE UNCOLLECTIBLE COST FACTORS.**

Base uncollectible cost factors (BUFs) approved by the Illinois Commerce Commission (ICC) are applied in accordance with applicable tariffs in the Company's Schedule of Rates. There are two sets of BUFs.

BUFs associated with ICC-jurisdictional delivery service are Delivery Uncollectible Factors (DUFs) and are incorporated into base Customer Charges, Standard Metering Service Charges, and Distribution Facilities Charges, as authorized by the ICC.

BUFs associated with the Company's provision of electric power and energy supply service are each equal to (a) one (1) plus (b) the Supply Uncollectible Factor (SUF) pertaining to the applicable retail customer designation and are applied to Purchased Electricity Charges and PJM Services Charges, as applicable by customer designation, in accordance with the provisions of the Monthly Charges section of Rate BES - Basic Electric Service (Rate BES) for retail customers taking service under Rate BES. Customer Designations are as defined in the 2008 Incremental Distribution Uncollectible Cost Factors section of this rider.

Retail Customer Designation	BUF
R: Residential	1.0120
N: Nonresidential	1.0024
A: All Other	1.0000

The system average BUF associated with the Company's provision of electric power and energy supply service is applied to Capacity Charges, Hourly Energy Charges, PJM Services Charges, and Miscellaneous Procurement Components Charges in accordance with the provisions of the Monthly Charges section of Rate BESH - Basic Electric Service Hourly Pricing (Rate BESH) for retail customers taking service under Rate BESH or Rider PPO - Power Purchase Option (Rider PPO). Such system average BUF is equal to 1.0061.

* **2008 INCREMENTAL DISTRIBUTION UNCOLLECTIBLE COST FACTORS.**

For application beginning with the April 2010 monthly billing period and extending through the December 2010 monthly billing period, three (3) 2008 incremental distribution uncollectible cost factors ($IDUF_{R8}$, $IDUF_{N8}$, and $IDUF_{A8}$) are determined in accordance with the following equation and applied in accordance with applicable tariffs in the Company's Schedule of Rates. $IDUF_{R8}$ is applicable to residential retail customers. $IDUF_{N8}$ is applicable to nonresidential retail customers to which the Watt-Hour Delivery Class, the Small Load Delivery Class, the Medium Load Delivery Class or the Large Load Delivery Class is applicable. $IDUF_{A8}$ is applicable to all other customers.

* (Continued on Sheet No. 267.1)

Filed with the Illinois Commerce Commission on
February 9, 2010. Issued pursuant to the
Illinois Commerce Commission Order entered
February 2, 2010, in Docket No. 09-0433.
Asterisk (*) indicates change.

Date Effective: March 9, 2010
Issued by A. R. Pramaggiore, President
Post Office Box 805379
Chicago, Illinois 60680-5379

**RIDER UF
UNCOLLECTIBLE FACTORS**

(Continued from Sheet No. 267)

* **2008 INCREMENTAL DISTRIBUTION UNCOLLECTIBLE COST FACTORS (CONTINUED).**

$$IDUF_{C8} = 1 + \frac{F904D_{C8} - DUR_{C8}}{EDR_{C10}}$$

Where:

- $IDUF_{C8}$ = 2008 Incremental Distribution Uncollectible Cost Factor, in decimal format, rounded to the ten thousandths, applicable to retail customers for which customer designation C is applicable.
- C = Customer Designation, equal to R for residential retail customers, N for nonresidential retail customers to which the Watt-Hour Delivery Class, the Small Load Delivery Class, the Medium Load Delivery Class or the Large Load Delivery Class is applicable, or A for all other retail customers.
- $F904D_{C8}$ = Distribution Uncollectible Costs, in dollars (\$), equal to the bad debt expense recorded for the year 2008 in Account No. 904 of the Federal Energy Regulatory Commission (FERC) Financial Report FERC Form No. 1: Annual Report of Major Electric Utilities, Licensees and Others issued by the Company (Form 1) related to distribution service provided to retail customers for which customer designation, C, is applicable.
- EDR_{C10} = Expected Distribution Revenues, in \$, equal to the base rate amount expected to be accrued by the Company for the April 2010 through December 2010 monthly billing periods, in accordance with applicable tariffs in the Company's Schedule of Rates for ICC-jurisdictional delivery service provided to retail customers for which customer designation, C, is applicable.
- DUR_{C8} = Delivery Uncollectible Revenue, in \$, equal to the amount associated with the recovery of uncollectible costs accrued through the application of base rate charges for ICC-jurisdictional delivery service and the application of the Energy Efficiency and Demand Response Adjustment (EDA) in accordance with the provisions of Rider EDA - Energy Efficiency and Demand Response Adjustment (Rider EDA) during the year 2008 and associated with retail customers for which customer designation, C, is applicable. Such DUR_{C8} is determined in accordance with the following equation.

$$DUR_{C8} = \sum_{8P} [DUF_{C8P} \times DBRR_{C8P}] + EDAUR_{C8}$$

(Continued on Sheet No. 267.2)

RIDER UF
UNCOLLECTIBLE FACTORS

(Continued from Sheet No. 267.1)

* 2008 INCREMENTAL DISTRIBUTION UNCOLLECTIBLE COST FACTORS (CONTINUED).

Where:

\sum_{8P} = Summation over all periods in the year 2008.

$DBRR_{C8P}$ = Distribution Base Rate Revenues, in \$, equal to the amount accrued during period, P, in the year 2008 in accordance with the application of then effective base rate charges for ICC-jurisdictional delivery service provided to retail customers for which customer designation, C, is applicable.

$EDAUR_{C8}$ = Energy Efficiency and Demand Response Adjustment Uncollectible Revenue, in \$, equal to the amount associated with the recovery of uncollectible costs accrued through the application of the EDA in accordance with the provisions of Rider EDA during the year 2008 and associated with retail customers for which customer designation, C, is applicable.

DUF_{C8P} = Delivery Uncollectible Factor, in decimal format, equal to the uncollectible cost recovery value effective during period, P, in the year 2008 approved by the ICC for incorporation into then effective base rate charges for ICC-jurisdictional delivery service provided to retail customers for which customer designation, C, is applicable. Notwithstanding the previous provisions of this definition, in the event that there is no explicit uncollectible cost recovery value approved by the ICC for retail customers for which customer designation, C, is applicable, then DUF_{C8P} is determined in accordance with the following equation.

$$DUF_{C8P} = \frac{BDU_{C8P}}{ADBRR_{C8P}}$$

Where:

BDU_{C8P} = Base Distribution Uncollectible Costs, in \$, equal to the annual bad debt expense amount approved by the ICC for the Company associated with base rate charges for ICC-jurisdictional delivery service effective during period, P, in the year 2008 and associated with retail customers for which customer designation, C, is applicable.

$ADBRR_{C8P}$ = Annual Distribution Base Rate Revenue, in \$, equal to the annual base rate revenue amount approved by the ICC for the Company associated with base rate charges for ICC-jurisdictional delivery service effective during period, P, in the year 2008 and associated with retail customers for which customer designation, C, is applicable.

(Continued on Sheet No. 267.3)

**RIDER UF
UNCOLLECTIBLE FACTORS**

(Continued from Sheet No. 267.2)

* **2008 INCREMENTAL DISTRIBUTION UNCOLLECTIBLE COST FACTORS (CONTINUED).**

The IDUF_{C8S} determined in accordance with the equation in this 2008 Incremental Distribution Uncollectible Cost Factors section are expected to be applicable beginning with the April 2010 monthly billing period and extending through the December 2010 monthly billing period. However, for a situation in which any or all delivery service charges applicable to retail customers are changed as a result of an order of the ICC, the then current IDUF_{C8S} must be revised, as applicable, by the Company to reflect any such change. The revised IDUF_{C8S} are determined in accordance with the equation in this 2008 Incremental Distribution Uncollectible Cost Factors section by incorporating changes into the determination of the EDR_{C10S}, as applicable. Such revised IDUF_{C8S} are applicable for the period beginning with the effective date of the applicable changes reflective of such order and extending through the end of the December 2010 monthly billing period during which the IDUF_{C8S} replaced by the revised IDUF_{C8S} were scheduled to be applicable.

* **2008 INCREMENTAL SUPPLY UNCOLLECTIBLE COST FACTORS.**

For application beginning with the April 2010 monthly billing period and extending through the December 2010 monthly billing period, three (3) 2008 incremental supply uncollectible cost factors (ISUF_{R8}, ISUF_{N8}, and ISUF_{A8}) are determined in accordance with the following equation and applied in accordance with Rate BES. ISUF_{R8} is applicable to residential retail customers. ISUF_{N8} is applicable to nonresidential retail customers to which the Watt-Hour Delivery Class, the Small Load Delivery Class, the Medium Load Delivery Class or the Large Load Delivery Class is applicable. ISUF_{A8} is applicable to all other customers.

$$ISUF_{C8} = 1 + \frac{F904S_{C8} - SUR_{C8}}{ESR_{C10}}$$

Where:

- ISUF_{C8} = 2008 Incremental Supply Uncollectible Cost Factor, in decimal format, rounded to the ten thousandths, applicable to retail customers for which customer designation C is applicable.
- F904S_{C8} = Supply Uncollectible Costs, in dollars (\$), equal to the bad debt expense recorded for the year 2008 in Account No. 904 of the FERC Form No. 1 related to supply service provided to retail customers for which customer designation, C, is applicable.
- SUR_{C8} = Supply Uncollectible Revenues, in \$, equal to the amount associated with the recovery of uncollectible costs accrued in the year 2008 due to the application of BUFs applied to Purchased Electricity Charges, PJM Services Charges, Capacity Charges, Hourly Energy Charges, and Miscellaneous Procurement Components Charges associated with retail customers, for which customer designation, C, is applicable.
- ESR_{C10} = Expected Supply Revenues, in \$, equal to the amount expected to be accrued by the Company for the April 2010 through December 2010 monthly billing periods, in accordance with applicable tariffs in the Company's Schedule of Rates related to supply service provided to retail customers for which customer designation, C, is applicable.

(Continued on Sheet No. 267.4)

**RIDER UF
UNCOLLECTIBLE FACTORS**

(Continued from Sheet No. 267.3)

* **2008 INCREMENTAL SUPPLY UNCOLLECTIBLE COST FACTORS (CONTINUED).**

For application beginning with the April 2010 monthly billing period and extending through the December 2010 monthly billing period, a system average 2008 incremental supply uncollectible cost factor ($ISUF_{SYS8}$) is determined in accordance with the following equation and applied in accordance with Rate BESH and Rider PPO, as applicable.

$$ISUF_{SYS8} = 1 + \frac{F904S_8 - SUR_8}{ESR_{10}}$$

Where:

- $ISUF_{SYS8}$ = System Average 2008 Incremental Supply Uncollectible Cost Factor, in decimal format, rounded to the ten thousandths.
- $F904S_8$ = Supply Uncollectible Costs, in dollars (\$), equal to the bad debt expense recorded for the year 2008 in Account No. 904 of the FERC Form No. 1 related to supply service.
- SUR_8 = Supply Uncollectible Revenues, in \$, equal to the amount associated with the recovery of uncollectible costs accrued in the year 2008 due to the application of BUFs applied to Purchased Electricity Charges, PJM Services Charges, Capacity Charges, Hourly Energy Charges, and Miscellaneous Procurement Components Charges.
- ESR_{10} = Expected Supply Revenues, in \$, equal to the amount expected to be accrued by the Company for the April 2010 through December 2010 monthly billing periods, in accordance with applicable tariffs in the Company's Schedule of Rates related to supply service.

The $ISUF_{C8S}$ and $ISUF_{SYS8}$ determined in accordance with the equations in this 2008 Incremental Supply Uncollectible Cost Factors section are expected to be applicable beginning with the April 2010 monthly billing period and extending through the December 2010 monthly billing period. However, for a situation in which any or all supply service related charges applicable to retail customers are significantly changed as a result of a filing by the Company of new or revised informational sheets in compliance with tariffs in the Company's Schedule of Rates, the then current $ISUF_{C8S}$ and $ISUF_{SYS8}$ must be revised, as applicable, by the Company to reflect any such change. The revised $ISUF_{C8S}$ and $ISUF_{SYS8}$ are determined in accordance with the equations in this 2008 Incremental Supply Uncollectible Cost Factors section by incorporating changes into the determination of the ESR_{C10S} and ESR_{10} , as applicable. Such revised $ISUF_{C8S}$ and $ISUF_{SYS8}$ are applicable for the period beginning with the monthly billing period following the filing of such revised $ISUF_{C8S}$ and $ISUF_{SYS8}$ in accordance with the Informational Filings section of this rider, and extending through the end of the December 2010 monthly billing period during which the $ISUF_{C8S}$ and $ISUF_{SYS8}$ replaced by the revised $ISUF_{C8S}$ and $ISUF_{SYS8}$ were scheduled to be applicable.

(Continued on Sheet No. 267.5)

**RIDER UF
UNCOLLECTIBLE FACTORS**

(Continued from Sheet No. 267.4)

* **INCREMENTAL DISTRIBUTION UNCOLLECTIBLE COST FACTORS.**

For application beginning with the June 2010 monthly billing period, three (3) incremental distribution uncollectible cost factors (IDUF_R, IDUF_N, and IDUF_A) are determined in accordance with the following equation and applied in accordance with applicable tariffs in the Company's Schedule of Rates. IDUF_R is applicable to residential retail customers. IDUF_N is applicable to nonresidential retail customers to which the Watt-Hour Delivery Class, the Small Load Delivery Class, the Medium Load Delivery Class or the Large Load Delivery Class is applicable. IDUF_A is applicable to all other customers.

$$IDUF_C = 1 + \frac{F904D_{CY} - DUR_{CY} - DBF_C - (DOR_C + DINT_C) \times \left(\frac{EADR_C}{EOMDR_C} \right)}{EADR_C}$$

Where:

- IDUF_C = Incremental Distribution Uncollectible Cost Factor, in decimal format, rounded to the ten thousandths, applicable to retail customers for which customer designation C is applicable, generally for the period beginning with a June monthly billing period and extending through the following May monthly billing period.
- Y = Year that ended December 31 prior to the start of the June monthly billing period during which the IDUF_C becomes applicable.
- F904D_{CY} = Distribution Uncollectible Costs, in dollars (\$), equal to the bad debt expense recorded for year, Y, in Account No. 904 of the FERC Form No. 1 related to distribution service provided to retail customers for which customer designation, C, is applicable.
- EADR_C = Expected Annual Distribution Revenues, in \$, equal to the base rate amount expected to be accrued by the Company for the June monthly billing period in year, Y+1 through the May monthly billing period in year Y+2, in accordance with applicable tariffs in the Company's Schedule of Rates for ICC-jurisdictional delivery service provided to retail customers for which customer designation, C, is applicable.
- DOR_C = Distribution Ordered Reconciliation, in \$, equal to an amount ordered by the ICC that is to be refunded to or collected from retail customers for which customer designation, C, is applicable to correct for errors associated with the computation of previously applied IDUF_Cs, improperly applied IDUF_Cs, unreasonable costs incurred by the Company related to previously applied IDUF_Cs, or imprudent actions taken by the Company associated with costs related to previously applied IDUF_Cs, as applicable, as determined by the ICC during the reconciliation proceeding described in the Annual Reconciliation section of this rider.

(Continued on Sheet No. 267.6)

**RIDER UF
UNCOLLECTIBLE FACTORS**

(Continued from Sheet No. 267.5)

* **INCREMENTAL DISTRIBUTION UNCOLLECTIBLE COST FACTORS (CONTINUED).**

$DINT_C$ = Distribution Ordered Interest, in \$, equal to the interest accrued with respect to the DOR_C determined at the rate established by the ICC in accordance with 83 Illinois Administrative Code Section 280.70(e)(1). Such interest is determined for the period of time beginning on the day following the end of the period for which the DOR_C was determined and extending through the final date that the DOR_C is applied.

$EOMDR_C$ = Expected Ordered Months Distribution Revenues, in \$, equal to the base rate amount expected to be accrued by the Company for the monthly billing periods during which the DOR_C and $DINT_C$ are applicable, in accordance with applicable tariffs in the Company's Schedule of Rates for ICC-jurisdictional delivery service provided to retail customers for which customer designation, C, is applicable.

DUR_{CY} = Delivery Uncollectible Revenue, in \$, equal to the amount associated with the recovery of uncollectible costs accrued through (a) the application of base rate charges for ICC-jurisdictional delivery service, and (b) the application of the EDA in accordance with the provisions of Rider EDA during year, Y, and (c) the application of the Advanced Metering Program (AMP) Adjustment in accordance with the provisions of Rider AMP - Advanced Metering Program (Rider AMP) during year, Y, as such applications are associated with retail customers for which customer designation, C, is applicable. Such DUR_{CY} is determined in accordance with the following equation.

$$DUR_{CY} = \sum_{YP} [DUF_{CYP} \times DBRR_{CYP}] + EDAUR_{CY} + AMPUR_{CY}$$

Where:

\sum_{YP} = Summation over all periods in year, Y.

$DBRR_{CYP}$ = Distribution Base Rate Revenues, in \$, equal to the amount accrued during period, P, in year, Y, in accordance with the application of then effective base rate charges for ICC-jurisdictional delivery service provided to retail customers for which customer designation, C, is applicable.

$EDAUR_{CY}$ = Energy Efficiency and Demand Response Adjustment Uncollectible Revenue, in \$, equal to the amount associated with the recovery of uncollectible costs accrued through the application of the EDA in accordance with the provisions of Rider EDA during year, Y, and associated with retail customers for which customer designation, C, is applicable. For any year, Y, after 2010, $EDAUR_{CY}$ is equal to zero (\$0.00).

(Continued on Sheet No. 267.7)

**RIDER UF
UNCOLLECTIBLE FACTORS**

(Continued from Sheet No. 267.6)

* **INCREMENTAL DISTRIBUTION UNCOLLECTIBLE COST FACTORS (CONTINUED).**

$AMPUR_{CY}$ = Advanced Metering Program Adjustment Uncollectible Revenue, in \$, equal to the amount associated with the recovery of uncollectible costs accrued through the application of the AMP Adjustment in accordance with the provisions of Rider AMP during year, Y, and associated with retail customers for which customer designation, C, is applicable. For any year, Y, other than 2010, $AMPUR_{CY}$ is equal to zero (\$0.00).

DUF_{CYP} = Delivery Uncollectible Factor, in decimal format, equal to the uncollectible cost recovery value effective during period, P, in the year, Y, approved by the ICC for incorporation into then effective base rate charges for ICC-jurisdictional delivery service provided to retail customers for which customer designation, C, is applicable. Notwithstanding the previous provisions of this definition, in the event that there is no explicit uncollectible cost recovery value approved by the ICC for retail customers for which customer designation, C, is applicable, then DUF_{CYP} is determined in accordance with the following equation.

$$DUF_{CYP} = \frac{BDU_{CYP}}{ADBRR_{CYP}}$$

Where:

BDU_{CYP} = Base Distribution Uncollectible Costs, in \$, equal to the annual bad debt expense amount approved by the ICC for the Company associated with base rate charges for ICC-jurisdictional delivery service effective during period, P, in year, Y, and associated with retail customers for which customer designation, C, is applicable.

$ADBRR_{CYP}$ = Annual Distribution Base Rate Revenue, in \$, equal to the annual base rate revenue amount approved by the ICC for the Company associated with base rate charges for ICC-jurisdictional delivery service effective during period, P, in year, Y, and associated with retail customers for which customer designation, C, is applicable.

DBF_C = Distribution Balancing Factor, in \$, equal to zero for $IDUF_C$ s applicable through the May 2011 monthly billing period and thereafter during June, July, and August monthly billing periods, otherwise equal to an amount determined in accordance with the following equation for $IDUF_C$ s applicable beginning with the September monthly billing period in year Y+1 and extending through the May monthly billing period in year Y+2, to retail customers for which customer designation, C, is applicable.

$$DBF_C = \{RUC_D - (F904D_{CY-1} - DUR_{CY-1})\} \times \left\{ \frac{EADR_C}{E9DR_C} \right\}$$

(Continued on Sheet No. 267.8)

**RIDER UF
UNCOLLECTIBLE FACTORS**

(Continued from Sheet No. 267.7)

* **INCREMENTAL DISTRIBUTION UNCOLLECTIBLE COST FACTORS (CONTINUED).**

Where:

RUC_D = Recovered Distribution Uncollectible Costs, in \$, equal to the amount accrued by the Company through the application of then applicable $IDUF_C$ s beginning with the June monthly billing period in year Y and extending through the May monthly billing period in year Y+1 with respect to retail customers for which customer designation, C, is applicable after the removal of amounts for any previously determined DBF_C , DOR_C , and associated $DINT_C$ incorporated into such then applicable $IDUF_C$ s. Notwithstanding the previous provisions of this definition, in determining the DBF_C for the $IDUF_C$ applicable for the September 2011 through May 2012 monthly billing period, the RUC_D is equal to the amount accrued by the Company through the application of then applicable $IDUF_C$ s beginning with the April 2010 monthly billing period and extending through the May 2011 monthly billing period with respect to retail customers for which customer designation, C, is applicable..

$E9DR_C$ = Expected Nine Months Distribution Revenues, in \$, equal to the base rate amount expected to be accrued by the Company for the September monthly billing period in year Y+1 through the May monthly billing period in year Y+2, in accordance with applicable tariffs in the Company's Schedule of Rates for ICC-jurisdictional delivery service provided to retail customers for which customer designation, C, is applicable.

Notwithstanding the previous provisions of the equation to determine DBF_C , in determining the DBF_C for the $IDUF_C$ applicable for the period beginning with the September 2011 monthly billing period and extending through the May 2012 monthly billing period, the following quantity is also subtracted from the RUC_D prior to the application of the expected distribution revenues ratio multiplier.

$$F904D_{CY-2} - DUR_{CY-2}$$

$IDUF_C$ s determined in accordance with the equations in this Incremental Distribution Uncollectible Cost Factors section are generally expected to be applicable beginning with a June monthly billing period and extending through the following May monthly billing period, incorporating nonzero DBF_C s beginning with the September monthly billing period, as applicable.

However, for a situation in which any or all delivery service charges applicable to retail customers are changed as a result of an order of the ICC, the then current $IDUF_C$ s must be revised, as applicable, by the Company to reflect any such change. The revised $IDUF_C$ s are determined in accordance with the equations in this Incremental Distribution Uncollectible Cost Factors section by incorporating changes into the determination of the expected distribution revenues amounts. Such revised $IDUF_C$ s are applicable for the period beginning with the effective date of the applicable changes reflective of such order and extending through the end of the May monthly billing period during which the $IDUF_C$ s replaced by the revised $IDUF_C$ s were scheduled to be applicable.

(Continued on Sheet No. 267.9)

**RIDER UF
UNCOLLECTIBLE FACTORS**

(Continued from Sheet No. 267.8)

* **INCREMENTAL DISTRIBUTION UNCOLLECTIBLE COST FACTORS (CONTINUED).**

Moreover, for a situation in which the ICC, at the conclusion of a reconciliation proceeding described in the Annual Reconciliation section of this rider, orders or changes a DOR_C to be included in the determination of any $IDUF_C$, the Company must determine a revised $IDUF_C$ to incorporate such DOR_C in the equation used to determine such $IDUF_C$. Such revised $IDUF_C$ is applicable for the period beginning with the monthly billing period following the filing of such revised $IDUF_C$ in accordance with the Informational Filings section of this rider, and extending through the end of the May monthly billing period during which the $IDUF_C$ replaced by the revised $IDUF_C$ was scheduled to be applicable.

* **INCREMENTAL SUPPLY UNCOLLECTIBLE COST FACTORS.**

For application beginning with the June 2010 monthly billing period, three (3) incremental supply uncollectible cost factors ($ISUF_R$, $ISUF_N$, and $ISUF_A$) are determined in accordance with the following equation and applied in accordance with Rate BES. $ISUF_R$ is applicable to residential retail customers. $ISUF_N$ is applicable to nonresidential retail customers to which the Watt-Hour Delivery Class, the Small Load Delivery Class, the Medium Load Delivery Class or the Large Load Delivery Class is applicable. $ISUF_A$ is applicable to all other customers.

$$ISUF_C = 1 + \frac{F904S_{CY} - SUR_{CY} - SBF_C - (SOR_C + SINT_C) \times \left(\frac{EASR_C}{EOMSR_C} \right)}{EASR_C}$$

Where:

- $ISUF_C$ = Incremental Supply Uncollectible Cost Factor, in decimal format, rounded to the ten thousandths, applicable to retail customers for which customer designation C is applicable, generally for the period beginning with the June monthly billing period in year Y+1 and extending through the following May monthly billing period.
- $F904S_{CY}$ = Supply Uncollectible Costs, in dollars (\$), equal to the bad debt expense recorded for year Y in Account No. 904 of the FERC Form No. 1 related to supply service provided to retail customers for which customer designation, C, is applicable.
- SUR_{CY} = Supply Uncollectible Revenues, in \$, equal to the amount associated with the recovery of uncollectible costs accrued in year, Y, due to the application of BUFs applied to Purchased Electricity Charges, PJM Services Charges, Capacity Charges, Hourly Energy Charges, and Miscellaneous Procurement Components Charges associated with retail customers, for which customer designation, C, is applicable.
- $EASR_C$ = Expected Annual Supply Revenues, in \$, equal to the amount expected to be accrued by the Company for the June monthly billing period in year Y+1 through the May monthly billing period in year Y+2, in accordance with applicable tariffs in the Company's Schedule of Rates related to supply service provided to retail customers for which customer designation, C, is applicable.

(Continued on Sheet No. 267.10)

**RIDER UF
UNCOLLECTIBLE FACTORS**

(Continued from Sheet No. 267.9)

* **INCREMENTAL SUPPLY UNCOLLECTIBLE COST FACTORS (CONTINUED).**

SOR_C = Supply Ordered Reconciliation, in \$, equal to an amount ordered by the ICC that is to be refunded to or collected from retail customers for which customer designation, C, is applicable to correct for errors associated with the computation of previously applied $ISUF_{CS}$, improperly applied $ISUF_{CS}$, unreasonable costs incurred by the Company related to previously applied $ISUF_{CS}$, or imprudent actions taken by the Company associated with costs related to previously applied $ISUF_{CS}$, as applicable, as determined by the ICC during the reconciliation proceeding described in the Annual Reconciliation section of this rider.

$SINT_C$ = Supply Ordered Interest, in \$, equal to the interest accrued with respect to the SOR_C determined at the rate established by the ICC in accordance with 83 Illinois Administrative Code Section 280.70(e)(1). Such interest is determined for the period of time beginning on the day following the end of the period for which the SOR_C was determined and extending through the final date that the SOR_C is applied.

$EOMSR_C$ = Expected Ordered Months Supply Revenues, in \$, equal to the amount expected to be accrued by the Company for the monthly billing periods during which the SOR_C and $SINT_C$ are applicable, in accordance with applicable tariffs in the Company's Schedule of Rates related to supply service provided to retail customers for which customer designation, C, is applicable.

SBF_C = Supply Balancing Factor, in \$, equal to zero for $ISUF_{CS}$ applicable through the May 2011 monthly billing period and thereafter during June, July, and August monthly billing periods, otherwise equal to an amount determined in accordance with the following equation for $ISUF_{CS}$ applicable beginning with the September monthly billing period in year Y+1 and extending through the following May monthly billing period, to retail customers for which customer designation, C, is applicable.

$$SBF_C = \{RUC_S - (F904S_{CY-1} - SUR_{CY-1})\} \times \left\{ \frac{EASR_C}{E9SR_C} \right\}$$

(Continued on Sheet No. 267.11)

**RIDER UF
UNCOLLECTIBLE FACTORS**

(Continued from Sheet No. 267.10)

* **INCREMENTAL SUPPLY UNCOLLECTIBLE COST FACTORS (CONTINUED).**

Where:

RUC_S = Recovered Supply Uncollectible Costs, in \$, equal to the amount accrued by the Company through the application of then applicable $ISUF_{CS}$ and $ISUF_{SYS}$ beginning with the June monthly billing period in year Y and extending through the May monthly billing period in year Y+1 with respect to retail customers for which customer designation, C, is applicable after the removal of amounts for any previously determined SBF_C , SOR_C , and associated $SINT_C$ incorporated into such then applicable $ISUF_{CS}$. Notwithstanding the previous provisions of this definition, in determining the SBF_C for the $ISUF_C$ applicable for the September 2011 through May 2012 monthly billing period, the RUC_S is equal to the amount accrued by the Company through the application of then applicable $ISUF_{CS}$ and $ISUF_{SYS}$ beginning with the April 2010 monthly billing period and extending through the May 2011 monthly billing period with respect to retail customers for which customer designation, C, is applicable.

$E9SR_C$ = Expected Nine Months Supply Revenues, in \$, equal to the amount expected to be accrued by the Company for the September monthly billing period in year Y+1 through the May monthly billing period in year Y+2, in accordance with applicable tariffs in the Company's Schedule of Rates related to supply service provided to retail customers for which customer designation, C, is applicable.

Notwithstanding the previous provisions of the equation to determine SBF_C , in determining the SBF_C for the $ISUF_C$ applicable for the period beginning with the September 2011 monthly billing period and extending through the May 2012 monthly billing period, the following quantity is also subtracted from the RUC_S prior to the application of the expected supply revenues ratio multiplier.

$$F904S_{CY-2} - SUR_{CY-2}$$

For application beginning with the June 2010 monthly billing period, a system average incremental supply uncollectible cost factor ($ISUF_{SYS}$) is determined in accordance with the following equation and applied in accordance with Rate BESH and Rider PPO, as applicable.

$$ISUF_{SYS} = 1 + \frac{\sum_C \left[F904S_{CY} - SUR_{CY} - SBF_C - (SOR_C + SINT_C) \times \left(\frac{EASR_C}{EOMSR_C} \right) \right]}{\sum_C EASR_C}$$

$ISUF_{CS}$ and $ISUF_{SYS}$ determined in accordance with the equations in this Incremental Supply Uncollectible Cost Factors section are generally expected to be applicable beginning with a June monthly billing period and extending through the following May monthly billing period, incorporating nonzero SBF_C s beginning with the September monthly billing period, as applicable.

(Continued on Sheet No. 267.12)

**RIDER UF
UNCOLLECTIBLE FACTORS**

(Continued from Sheet No. 267.11)

* **INCREMENTAL SUPPLY UNCOLLECTIBLE COST FACTORS (CONTINUED).**

However, for a situation in which any or all supply service related charges applicable to retail customers are significantly changed as a result of a filing by the Company of new or revised informational sheets in compliance with tariffs in the Company's Schedule of Rates, the then current $ISUF_{CS}$ and $ISUF_{SYS}$ must be revised, as applicable, by the Company to reflect any such change. The revised $ISUF_{CS}$ and $ISUF_{SYS}$ are determined in accordance with the equations in this Incremental Supply Uncollectible Cost Factors section by incorporating changes into the determination of the expected supply revenues amounts. Such revised $ISUF_{CS}$ and $ISUF_{SYS}$ are applicable for the period beginning with the monthly billing period following the filing of such revised $ISUF_{CS}$ and $ISUF_{SYS}$ in accordance with the Informational Filings section of this rider, and extending through the end of the May monthly billing period during which the $ISUF_{CS}$ and $ISUF_{SYS}$ replaced by the revised $ISUF_{CS}$ and $ISUF_{SYS}$ were scheduled to be applicable.

Moreover, for a situation in which the ICC, at the conclusion of a reconciliation proceeding described in the Annual Reconciliation section of this rider, orders or changes a SOR_C to be included in the determination of any $ISUF_C$, the Company must determine a revised $ISUF_C$ to incorporate such SOR_C in the equation used to determine such $ISUF_C$. Such revised $ISUF_C$ is applicable for the period beginning with the monthly billing period following the filing of such revised $ISUF_C$ in accordance with the Informational Filings section of this rider, and extending through the end of the May monthly billing period during which the $ISUF_C$ replaced by the revised $ISUF_C$ was scheduled to be applicable.

* **INFORMATIONAL FILINGS.**

The initial values of the $IDUF_{C8S}$ determined in accordance with the provisions of the 2008 Incremental Distribution Uncollectible Cost Factors section of this rider must be submitted by the Company to the ICC in an informational filing no later than March 20, 2010. Any informational filing of such initial values of the $IDUF_{C8S}$ after March 20, 2010, but prior to the start of the April 2010 monthly billing cycle, is acceptable only if such informational filing corrects an error or errors from timely filed initial values of the $IDUF_{C8S}$, as applicable. Any other such informational filing made after March 20, 2010, is acceptable only if such informational filing is made in accordance with the special permission request provisions of Section 9-201(a) of the Public Utilities Act (Act).

The initial values of the $ISUF_{C8S}$ and $ISUF_{SYS8}$ determined in accordance with the provisions of the 2008 Incremental Supply Uncollectible Cost Factors section of this rider must be submitted by the Company to the ICC in an informational filing no later than March 20, 2010. Any informational filing of such initial values of the $ISUF_{C8S}$ and $ISUF_{SYS8}$ after March 20, 2010, but prior to the start of the April 2010 monthly billing cycle, is acceptable only if such informational filing corrects an error or errors from timely filed initial values of the $ISUF_{C8S}$ and $ISUF_{SYS8}$, as applicable. Any other such informational filing made after March 20, 2010, is acceptable only if such informational filing is made in accordance with the special permission request provisions of Section 9-201(a) of the Act.

(Continued on Sheet No. 267.13)

**RIDER UF
UNCOLLECTIBLE FACTORS**

(Continued from Sheet No. 267.12)

* **INFORMATIONAL FILINGS (CONTINUED).**

The values of the IDUF_{CS} determined in accordance with the provisions of the Incremental Distribution Uncollectible Cost Factors section of this rider for application beginning with a June monthly billing period must be submitted by the Company to the ICC in an informational filing no later than the twentieth day of May preceding the start of the June monthly billing cycle. Any informational filing of such values of the IDUF_{CS} after such twentieth day of May, but prior to the start of the June monthly billing cycle, is acceptable only if such informational filing corrects an error or errors from timely filed values of the IDUF_{CS}, as applicable. Any other such informational filing made after such twentieth day of May, is acceptable only if such informational filing is made in accordance with the special permission request provisions of Section 9-201(a) of the Act.

The values of the IDUF_{CS} determined in accordance with the provisions of the Incremental Distribution Uncollectible Cost Factors section of this rider that incorporate nonzero DBF_{CS} for application beginning with a September monthly billing period must be submitted by the Company to the ICC in an informational filing no later than the twentieth day of August preceding the start of the September monthly billing cycle. Any informational filing of such values of the IDUF_{CS} after such twentieth day of August, but prior to the start of the September monthly billing cycle, is acceptable only if such informational filing corrects an error or errors from timely filed values of the IDUF_{CS}, as applicable. Any other such informational filing made after such twentieth day of August, is acceptable only if such informational filing is made in accordance with the special permission request provisions of Section 9-201(a) of the Act.

The values of the ISUF_{CS} and ISUF_{SYS} determined in accordance with the provisions of the Incremental Supply Uncollectible Cost Factors section of this rider for application beginning with a June monthly billing period must be submitted by the Company to the ICC in an informational filing no later than the twentieth day of May preceding the start of the June monthly billing cycle. Any informational filing of such values of the ISUF_{CS} and ISUF_{SYS} after such twentieth day of May, but prior to the start of the June monthly billing cycle, is acceptable only if such informational filing corrects an error or errors from timely filed values of the ISUF_{CS} and ISUF_{SYS}, as applicable. Any other such informational filing made after such twentieth day of May, is acceptable only if such informational filing is made in accordance with the special permission request provisions of Section 9-201(a) of the Act.

The values of the ISUF_{CS} and ISUF_{SYS} determined in accordance with the provisions of the Incremental Supply Uncollectible Cost Factors section of this rider that incorporate nonzero SBF_{CS} for application beginning with a September monthly billing period must be submitted by the Company to the ICC in an informational filing no later than the twentieth day of August preceding the start of the September monthly billing cycle. Any informational filing of such values of the ISUF_{CS} and ISUF_{SYS} after such twentieth day of August, but prior to the start of the September monthly billing cycle, is acceptable only if such informational filing corrects an error or errors from timely filed values of the ISUF_{CS} and ISUF_{SYS}, as applicable. Any other such informational filing made after such twentieth day of August, is acceptable only if such informational filing is made in accordance with the special permission request provisions of Section 9-201(a) of the Act.

(Continued on Sheet No. 267.14)

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Post Office Box 805379
Chicago, Illinois 60680-5379

**RIDER UF
UNCOLLECTIBLE FACTORS**

(Continued from Sheet No. 267.13)

* **INFORMATIONAL FILINGS (CONTINUED).**

Notwithstanding the previous provisions of this Informational Filings section, for a situation in which any or all delivery service charges applicable to retail customers are changed as a result of an order of the ICC and the then current IDUF_Cs are revised in accordance with such order, such revised IDUF_Cs must be submitted by the Company to the ICC in an informational filing made concurrently with the Company's filing made in compliance with such order. Any informational filing of such revised IDUF_Cs after the date of the filing made in compliance with such order, but prior to the date on which such revised IDUF_Cs are scheduled to become effective, is acceptable only if such informational filing corrects an error or errors from timely filed revised IDUF_Cs. Any other such informational filing made after the date of the filing made in compliance with such order is acceptable only if such informational filing is made in accordance with the special permission request provisions of Section 9-201(a) of the Act.

Notwithstanding the previous provisions of this Informational Filings section, for a situation in which any or all supply service related charges applicable to retail customers are significantly changed as a result of a filing by the Company of new or revised informational sheets in compliance with tariffs in the Company's Schedule of Rates and the then current ISUF_Cs and ISUF_{SYS} are revised, such revised ISUF_Cs and ISUF_{SYS} must be submitted by the Company to the ICC in an informational filing no later than the twentieth day of the month prior to the start of the monthly billing cycle during which such revised ISUF_Cs and ISUF_{SYS} become applicable. Any informational filing of such revised ISUF_Cs and ISUF_{SYS} after such twentieth day, but prior to the start of the monthly billing cycle during which such revised ISUF_Cs and ISUF_{SYS} are scheduled to become effective is acceptable only if such filing corrects an error or errors from timely filed revised ISUF_Cs and ISUF_{SYS}, as applicable. Any other such filing after such twentieth day is acceptable only if such filing is made in accordance with the special permission request provisions of Section 9-201(a) of the Act.

Notwithstanding the previous provisions of this Informational Filings section, for a situation in which the ICC, at the conclusion of a reconciliation proceeding described in the Annual Reconciliation section of this rider, orders or changes a DOR_C or SOR_C to be included in the determination of a IDUF_C or ISUF_C, respectively, the resultant revised IDUF_C or ISUF_C must be submitted by the Company to the ICC in an informational filing no later than the twentieth day of the month prior to the start of the monthly billing cycle during which such revised IDUF_C or ISUF_C becomes applicable. Any informational filing of such revised IDUF_C or ISUF_C after the twentieth day of a month, but prior to the start of the monthly billing period during which such revised IDUF_C or ISUF_C is scheduled to become effective is acceptable only if such filing corrects an error or errors from a timely filed revised IDUF_C or ISUF_C, as applicable. Any other such filing after such twentieth day is acceptable only if such filing is made in accordance with the special permission request provisions of Section 9-201(a) of the Act.

Any informational filing submitted by the Company to the ICC as described in this Informational Filings section must be accompanied by supporting work papers and documentation.

(Continued on Sheet No. 267.15)

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**RIDER UF
UNCOLLECTIBLE FACTORS**

(Continued from Sheet No. 267.14)

* **ANNUAL AUDIT.**

Before August 31, 2011, the Company must complete an internal audit of the Company's uncollectible costs incurred during years 2008 and 2009 and its recovery of such costs beginning with the April 2010 monthly billing period extending through the May 2011 monthly billing period. In each year, X, thereafter, before August 31 of such year, X, the Company must complete an internal audit of the Company's uncollectible costs incurred during calendar year X-2 and its recovery of such costs during the period beginning with the June monthly billing period in year X-1 and extending through the May monthly billing period in year X.

Such internal audit must examine (a) costs recovered pursuant to this rider to verify that such costs are recovered only pursuant to this rider and to confirm that any such costs are not also being recovered inappropriately through charges imposed under other tariffs; (b) IDUF_{CS} and ISUF_{CS} determined pursuant to this rider that are included in retail customers' bills for electric service to verify that such IDUF_{CS} and ISUF_{CS} are properly calculated in accordance with the provisions of this rider; (c) retail customers' bills to verify that IDUF_{CS} and ISUF_{CS} determined pursuant to this rider that are included in retail customers' bills for electric service are properly applied to such bills during proper monthly billing periods; (d) revenues or credits accrued from the application of this rider to verify that such revenues or credits are correctly stated and recorded for accounting purposes; (e) costs recovered pursuant to this rider to verify that such costs are properly identified, recorded, and reflected in computations made pursuant to this rider; (f) applicable uncollectible expenses, as reported in the FERC Form 1 to verify that such uncollectible expenses are identified, recorded and properly reflected in calculations and reconciliations made in accordance with the provisions of this rider; and (g) bad debt expenses associated with receivables purchased by the Company in accordance with the provisions of Section 16-118 of the Act to verify that such bad debt expenses are not recovered through the application of this rider. The scope of the internal audit is not required to be limited to the examinations identified in this paragraph.

* **ANNUAL RECONCILIATION.**

On or before August 31, 2011, the Company must file a petition with the ICC to initiate a review of the reconciliation of the Company's uncollectible costs incurred during years 2008 and 2009 and its recovery of such costs beginning with the April 2010 monthly billing period extending through the May 2011 monthly billing period. In each year, X, thereafter, on or before August 31, the Company must file a petition with the ICC to initiate a review of the reconciliation of the Company's uncollectible costs incurred during calendar year X-2 and its recovery of such costs during the period beginning with the June monthly billing period in year X-1 and extending through the May monthly billing period in year X. In order to allow the ICC to complete its review, the Company is required to provide a report with such petition addressing the operation of this rider. In such report, the Company must include (a) schedules with detailed work papers showing the determination of any IDUF_{CS}, ISUF_{CS}, and ISUF_{SYS} that were applied for the period under review; and (b) the results of the internal audit described in the Annual Audit section of this rider. Copies of such report must also be provided by the Company to the Manager of the Staff's Accounting Department and the Director of the Staff's Financial Analysis Division. Such report must be verified by an officer of the Company.

(Continued on Sheet No. 267.16)

**RIDER UF
UNCOLLECTIBLE FACTORS**

(Continued from Sheet No. 267.15)

* **ANNUAL RECONCILIATION (CONTINUED).**

At the conclusion of the reconciliation review initiated in 2011, the ICC may identify DOR_{CS} or SOR_{CS} that the Company must incorporate into the determination of $IDUF_{CS}$ or $ISUF_{CS}$, respectively, in order to (a) correct for errors in $IDUF_{CS}$ or $ISUF_{CS}$ applied during the April 2010 through May 2011 monthly billing periods, (b) correct for $IDUF_{CS}$ or $ISUF_{CS}$ that were improperly applied during such April 2010 through May 2011 monthly billing periods, or (c) make adjustments for unreasonable uncollectible costs incurred by the Company during 2008 or 2009, or (d) make adjustments for imprudent actions taken by the Company with respect to such uncollectible costs. After any such DOR_C or SOR_C is identified by the ICC, the Company must revise its $IDUF_{CS}$, $ISUF_{CS}$, or $ISUF_{SYS}$, as applicable, to incorporate such DOR_C or SOR_C .

At the conclusion of any subsequent reconciliation review initiated in year X, the ICC may identify DOR_{CS} or SOR_{CS} that the Company must incorporate into the determination of $IDUF_{CS}$ or $ISUF_{CS}$, respectively, in order to (a) correct for errors in $IDUF_{CS}$ or $ISUF_{CS}$ applied beginning with the June monthly billing period in year X-1 and extending through the May monthly billing period in year X, (b) correct for $IDUF_{CS}$ or $ISUF_{CS}$ that were improperly applied during such June through May monthly billing periods, or (c) make adjustments for unreasonable uncollectible costs incurred by the Company during the calendar year X-2, or (d) make adjustments for imprudent actions taken by the Company with respect to such uncollectible costs. After any such DOR_C or SOR_C is identified by the ICC, the Company must revise its $IDUF_{CS}$, $ISUF_{CS}$, or $ISUF_{SYS}$, as applicable, to incorporate such DOR_C or SOR_C .

MISCELLANEOUS GENERAL PROVISIONS.

- * For any given calendar year, the sum of the $F904D_{CYs}$ and $F904S_{CYs}$ must be equal to or less than the amount listed in Account No. 904 of the FERC Form No. 1 for such calendar year. Such $F904D_{CYs}$ and $F904S_{CYs}$ may not include bad debt expenses associated with receivables purchased by the Company in accordance with the provisions of Section 16-118 of the Act.
- * Notwithstanding any other provision of this rider, each $IDUF_C$ must be greater than or equal to zero (0), each $ISUF_C$ must be greater than or equal to zero (0), and each $ISUF_{SYS}$ must be greater than or equal to zero (0).

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER ACT
ALLOWANCE FOR CUSTOMER-OWNED TRANSFORMERS**

Applicable to Rates BES, BESH, and RDS

For a situation in which (a) the Company supplies or delivers electric power and energy to a nonresidential retail customer at 2,160 volts or higher, (b) such electric power and energy is metered at the voltage of the Company's electric conductors entering such nonresidential retail customer's premises, (c) such nonresidential retail customer furnishes, installs, and maintains any and all transformers and other facilities necessary to reduce the voltage of each such entering conductor to such nonresidential retail customer's utilization voltage, (d) such nonresidential retail customer had been served under the previously effective ILL. C. C. No. 4 Rider ACT - Allowance for Customer-Owned Transformers continuously since prior to September 16, 2008, and (e) such nonresidential retail customer has been served under this rider continuously since January 15, 2009, then such nonresidential retail customer is allowed a credit per kilowatt (kW) applied to the Maximum Kilowatts Delivered (MKD) established by such nonresidential retail customer during the monthly billing period. Such credit is as follows:

Rider ACT Credit	\$0.20533/kW
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Such credit is also allowed for a situation in which primary metering is impracticable, if energy losses due to the transformer and other facilities furnished, installed, and maintained by the nonresidential retail customer are not greater than those for a standard transformer installation furnished by the Company.

Any transformer furnished and maintained by the Company and for which the nonresidential retail customer pays the Company's standard monthly rental charge is deemed, for the purposes of this rider, to be furnished, installed, and maintained by such nonresidential retail customer.

A nonresidential retail customer taking service hereunder may elect to be provided by the Company with a single payment equal to twice the annual average of the credits provided by the Company for customer-owned transformers that such nonresidential retail customer received for the immediately preceding three (3) years, after which service hereunder to such nonresidential retail customer is terminated.

Except as explicitly specified in this rider, all other provisions of the applicable rate apply.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER DE
DISTRIBUTION SYSTEM EXTENSIONS**

Applicable to All Rates Except Rate RESS and Rate MSPS

OVERVIEW.

The Company furnishes, installs, owns, operates, and maintains overhead or underground single-phase or three-phase distribution facilities, as applicable, along a street, highway or other available right-of-way to a point adjacent to the property line of a retail customer's or applicant's premises upon receipt of a written request for electric service at such premises, subject to the provisions in Sections 410.400 and 410.410 of the 83 Illinois Administrative Code Part 410. For a situation in which an extension of the Company's distribution system is necessary in order to provide standard electric service to such premises, the Company extends its distribution system to such premises along a street, highway or other available right-of-way to the nearest point adjacent to the premises upon receipt of the aforementioned written request for electric service at such premises. The entity requesting electric service at any such premises may be a retail customer, a group of retail customers, a developer, or any other party responsible for service to such premises. Such entity is responsible for paying the Company any required deposit, or nonrefundable payment, as applicable, computed in accordance with the provisions of this rider, for such extension of the Company's distribution system. For purposes of this rider, required deposit means an amount paid to the Company by such entity in cash or other payment arrangements available and to which the Company agrees that potentially may be refunded in whole or in part when certain conditions are met. Additionally, for the purposes of this rider, an extension of the Company's distribution system includes any additional construction or investment in the Company's existing distribution system necessary to provide standard electric service to a premises.

In determining the cost of the extension, the Company considers the distance from (a) the available primary or secondary circuit nearest to the route on available right-of-way that normally would be used in making the extension, to (b) the premises to which the extension is provided.

For a situation in which more than one (1) extension option exists to provide electric service to more than one (1) premises, and the entity responsible for such premises is a group, the decision of the majority of the members of such group determines which option is implemented.

EXTENSIONS THAT DO NOT REQUIRE A DEPOSIT.

In the event that the Company is required to extend its distribution facilities in order to provide standard electric service to a retail customer premises, the Company's distribution system is extended to such premises without the requirement of a deposit paid to the Company provided that the estimated cost of providing such extension does not exceed the greater of (a) the Standard Extension Cost, which is the cost equivalent of providing two hundred, fifty feet (250 ft.) of single phase overhead construction per premises, including any necessary delivery voltage transformer and associated protective devices, or (b) the Annual Expected Delivery Revenue, which is the annual amount expected to be recovered by the Company through the application of the appropriate Customer Charge and Distribution Facilities Charge, as provided in Rate RDS - Retail Delivery Service (Rate RDS), for electric service expected to be provided to such premises. The greater of the Standard Extension Cost and the Annual Expected Delivery Revenue is the Extension Deposit Threshold.

(Continued on Sheet No. 270)

**RIDER DE
DISTRIBUTION SYSTEM EXTENSIONS**

(Continued from Sheet No. 269)

EXTENSIONS THAT REQUIRE A DEPOSIT.

If the estimated cost of providing an extension exceeds the Extension Deposit Threshold, then a deposit equal to the estimated cost of the extension in excess of the Standard Extension Cost must be paid to the Company by the entity requesting electric service for the premises. For a situation in which an extension is provided so that electric service can be provided to more than one (1) premises, the required deposit amount is allocated in accordance with each premises' share of the length of the extension or as determined by the group comprising the entity requesting electric service.

Deposits are refundable based on changed circumstances or shared use of the extension for a period of ten (10) years from the date the extension is placed in service. In determining refund amounts, the Company considers the retail customer electric power and energy requirements and the revenues the Company receives from the application of applicable Distribution Facilities Charges, as provided in Rate RDS, for the premises. The total amount refunded never exceeds the original deposit amount for a given extension.

If a refund is due from a previous deposit, any further extension is made only upon the receipt of a deposit equal to the full estimated cost of the required additional extension.

If a premises is so located that it can be served by providing a parallel, separate extension at less cost than the amount of a deposit required for connection to an existing extension, the entity responsible for such premises is not required to pay a deposit in excess of the estimated cost of the separate extension. Such entity does not share in any refunds applicable to the existing extension so long as the amount of the deposit for the separate extension remains less than the amounts of the deposits applicable to the existing extension.

If the premises for which an extension is required is utilized for farming and such premises includes a number of buildings, including but not limited to, barns and employee housing for which electric service is requested, the entity responsible for such premises is responsible for providing the necessary electrical facilities required to provide electric service to such buildings from a single point conveniently located near the Company's distribution facilities. Such point is determined by mutual agreement between the Company and the entity responsible for such premises. Notwithstanding the previous provisions of this paragraph, such buildings do not include any building occupied by a tenant that leases land or conducts a business separate from that of the entity responsible for the premises.

OPTIONAL NONREFUNDABLE PAYMENT.

Notwithstanding the provisions of the Extensions That Require a Deposit section, for a situation in which an extension is provided for an individual residential retail customer or group of less than eight (8) individual residential retail customers, such residential retail customer individual or group may elect to submit a lump sum nonrefundable payment in lieu of a refundable deposit. Such lump sum payment is equal to (a) the amount of the deposit, as determined in accordance with the Determination of Extension Cost section, less (b) the estimated revenue from the application of the applicable Distribution Facilities Charges, as provided in Rate RDS, expected to be received from such residential retail customer individual or group over the first ten (10) years of service. The Company estimates such revenue based on electric power and energy requirements information received from the residential retail customer individual or group and residential load factor data used by the Company in its standard engineering practices.

(Continued on Sheet No. 271)

**RIDER DE
DISTRIBUTION SYSTEM EXTENSIONS**

(Continued from Sheet No. 270)

DETERMINATION OF EXTENSION COST.

The cost of furnishing an extension, the EXT COST, is determined in accordance with the following equation:

$$\text{EXT COST} = \text{DL} + \text{DOH} + \text{PA} + \text{GA} + \text{ILC} + \text{M} + \text{MH} + \text{CIC} + \text{CE} + \text{T} + \text{RCS}$$

Where:

- DL = Direct Labor Cost, in \$, which includes costs for direct construction labor.
- DOH = Department Overhead, in \$, which includes costs for supervision, clerical support, and transportation.
- PA = Paid Absence, in \$, which includes costs for vacation, holiday, and sick time pay.
- GA = General and Administrative Overhead, in \$, which includes costs for operations and technical services support.
- ILC = Indirect Labor Cost, in \$, which includes, but is not limited to, payroll taxes; employee pensions and benefits costs; office facilities, computer equipment and software costs; and payroll department and human resources department costs.
- M = Material Cost, in \$, which includes the purchase price of material used, including State Use Tax if such material is procured from the Company's storeroom.
- MH = Material Handling Cost, in \$, which includes stores personnel labor costs and related expenses.
- CIC = Common Indirect Cost, in \$, which includes, but is not limited to, accounting, legal, procurement and other administrative and general expenses.
- CE = Company Engineering Cost, in \$, which includes the direct engineering labor and engineering department overhead costs.
- T = State Use Tax, in \$, for material that is directly purchased for the extension and not procured from the Company's storeroom.
- RCS = Related Contractor Services Cost, in \$, which includes any applicable costs incurred by the Company for contracted labor used to perform any construction or engineering tasks associated with the extension, with such costs determined through the application of a contracted labor rate or by competitive bid.

Further information regarding extension costs may be obtained from the Company.

(Continued on Sheet No. 272)

**RIDER DE
DISTRIBUTION SYSTEM EXTENSIONS**

(Continued from Sheet No. 271)

REGULATORY REVIEW.

If the Company believes the cost of providing an extension is excessive, the Company may file a request with the Illinois Commerce Commission (ICC) for a modification of the requirement to provide an extension in a specific situation.

If the extension is of such cost and the electric service revenue expected to be recovered by the Company as a result of the provision of such extension in comparison makes it doubtful in the Company's reasonable judgment that such revenue would ever pay a fair compensation for the investment, operation, maintenance and replacement of such extension, or for other substantial reasons the extension is unwarranted, that information, without limitation, is reported to the ICC for investigation and determination as to the reasonableness of the extension.

MISCELLANEOUS GENERAL PROVISIONS.

This rider is not applicable with respect to extensions required to provide temporary electric service or electric service to lighting retail customers.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER ML
METER-RELATED FACILITIES LEASE**

Applicable to All Rates

OVERVIEW.

Standard meter-related facilities provided by the Company for a retail customer are determined in accordance with the provisions of the tariff applicable to such retail customer and the General Terms and Conditions of the Company's Schedule of Rates.

If more, or different meter-related facilities than those needed to provide a standard metering installation to the retail customer are in place, required or requested by such retail customer, or such retail customer's Retail Electric Supplier (RES) or Metering Service Provider (MSP), as applicable, and such facilities are reasonably and technically feasible, and can be furnished, installed, operated, replaced and maintained with no significant adverse impact on the Company's system with respect to reliability or efficiency, such meter-related facilities are leased from the Company in accordance with the monthly rental charges listed in the Monthly Rental Charges section of this rider.

MONTHLY RENTAL CHARGES.

The retail customer, its RES, or its MSP, as applicable, pays monthly rentals equal to the amount by which the Company's rental charges for the provided meter-related facilities exceed those for standard facilities. The following list provides the per unit monthly rental charges for meter-related facilities provided by the Company:

Single Phase Watt-hour Meters:	
Self-Contained Class 100 or 200	\$ 1.81
Self-Contained Class 320	\$ 2.69
Self-Contained 120/208 Volt Class 100 or 200	\$ 2.68
Transformer Rated Class 10 or 20	\$ 7.14
Three Phase Watt-hour Meters:	
Self-Contained Class 100 or 200	\$ 5.11
Transformer Rated Class 10 or 20	\$ 7.20
Totalizing Class 10 for Two Circuits	\$46.33
Single Phase Watt-hour Meters with Mechanical or Electronic Demand Registers:	
Self-Contained Class 100 or 200	\$ 4.38
Self-Contained Class 320	\$ 4.64
Self-Contained 120/208 Volt Class 100 or 200	\$ 4.63
Transformer Rated Class 10 or 20	\$ 7.14
Three Phase Watt-hour Meters with Mechanical or Electronic Demand Registers:	
Self-Contained Class 100 or 200	\$ 5.11
Transformer Rated Class 10 or 20	\$ 7.20
Totalizing Class 10 for Two Circuits	\$47.90

(Continued on Sheet No. 274)

**RIDER ML
METER-RELATED FACILITIES LEASE**

(Continued from Sheet No. 273)

MONTHLY RENTAL CHARGES (CONTINUED).

Single Phase Watt-hour Meters with Interval Demand Recording (IDR) Registers:	
Self-Contained Class 100 or 200	
Pursuant to the Illinois Commerce Commission (ICC) Order in Docket No. 06-0617, during the effective period of Rider RRTP - Residential Real-Time Pricing Program (Rider RRTP), the first meter of each of the first 110,000 residential retail customers to take service under (a) Rate RDS - Retail Delivery Service (Rate RDS) with electric power and energy supply service provided by a RES under a real-time pricing program that is in accordance with the ICC Order entered December 20, 2006, in Docket No. 06-0617 or	
(b) Rate BESH - Basic Electric Service Hourly Pricing (Rate BESH)	\$ 4.06
All Others	\$ 7.65
Self-Contained Class 320	\$ 9.54
Self-Contained 120/208 Volt Class 100 or 200	\$ 9.54
Transformer Rated Class 10 or 20	\$11.57
Three Phase Watt-hour Meters with IDR Registers:	
Self-Contained Class 100 or 200	\$ 9.54
Transformer Rated Class 10 or 20	\$11.63
Totalizing Class 10 for Two Circuits	\$52.99
Automated Meter Reading (AMR) Meters, including Meter and Register:	
With Company Provided Cellular Telephone	\$35.72
With Company Provided Landline Telephone	\$49.54
With Internal Two-Way Paging	\$24.34
With Internal Modem (Customer-Provided Telephone)	\$17.54
Remote Terminal Unit (RTU) Type with RTU Communication	\$61.05
Line Sharing Switch for Multiple Meter Telephone Communication	\$ 6.46
Power Quality Option Board	\$ 3.50
Associated Devices:	
Pulse Output-Data and/or Time-Electronic Register	\$ 1.99
Isolating Relay (Data) - Watt-hour Meter and/or Mechanical or Electronic Register	\$ 2.51
Isolating Relay (Data or Time) - IDR Register	\$ 2.63
Isolating Relay, Multichannel (Data and Time) - IDR Register	\$ 2.51
Auxiliary Relay - Three Pole for Watt-hour Meter Potential	\$ 5.18
Auxiliary Relay - Two Pole for Demand Register Potential	\$ 2.79
480 to 120 Volt Transformer - Demand Register Potential	\$ 1.33

(Continued on Sheet No. 275)

RIDER ML
METER-RELATED FACILITIES LEASE

(Continued from Sheet No. 274)

MONTHLY RENTAL CHARGES (CONTINUED).

Potential Transformers:

277 or 480 Volt	\$ 1.65
2,400 or 4,200 Volt	\$ 5.17
7,200 through 14,400 Volt	\$ 6.58
34,000 Volt	\$ 62.25
80,000 Volt	\$ 60.98
207,000 Volt - Wire Wound	\$229.58
207,000 Volt - Optically Coupled	\$332.66
765,000 Volt - Wire Wound	\$839.85

Current Transformers:

Indoor - 480 Volt and Under:	
Under 1,200 Amps	\$ 1.03
1,200 through 2,000 Amps	\$ 1.72
Over 2,000 Amps	\$ 2.27
Indoor - Over 480 through 5,000 Volt:	
Under 1,200 Amps	\$ 4.53
1,200 through 2,000 Amps	\$ 5.92
Over 2,000 Amps	\$ 4.91
Indoor - Over 5,000 through 15,000 Volt:	
1,200 Amps and Under	\$ 4.95
Over 1,200 through 2,000 Amps	\$ 5.41
Over 2,000 Amps	\$ 6.31
Outdoor - 480 Volt and Under:	
800 Amps and Under	\$ 4.39
Outdoor - Over 480 through 5,000 Volt:	
800 Amps and Under	\$ 4.98
Over 800 through 1,200 Amps	\$ 6.31
Over 1,200 through 2,000 Amps	\$ 7.94
Over 2,000 Amps	\$ 8.22
Outdoor - Over 5,000 through 15,000 Volt:	
800 Amps and Under	\$ 7.33
Over 800 through 1,200 Amps	\$ 8.01
Over 1,200 through 2,000 Amps	\$ 8.90
Over 2,000 Amps	\$ 13.18

(Continued on Sheet No. 276)

**RIDER ML
METER-RELATED FACILITIES LEASE**

(Continued from Sheet No. 275)

MONTHLY RENTAL CHARGES (CONTINUED).

Current Transformers (Continued):

Outdoor - 34,000 Volt:	
800 Amps and Under	\$ 35.96
Over 800 through 1,200 Amps	\$ 44.30
Over 1,200 Amps	\$ 54.12
Outdoor - 138,000 Volt:	
1,200 Amps and Under	\$ 59.23
Over 1,200 Amps	\$ 56.13
Outdoor - 345,000 Volt Wire - Wound:	
All Amp Capacities	\$142.50
Outdoor - 345,000 Volt - Optically Coupled:	
800 Amps and Under	\$141.82
Over 800 Amps	\$139.23
Outdoor - 765,000 Volt - Wire Wound:	
All Amp Capacities	\$831.73

Current Transformer / Potential Transformer Combination Units:

Outdoor - 138,000 Volt:	
800 Amps and Under	\$119.86
Over 800 through 2,000 Amps	\$117.61
Over 2,000 Amps	\$112.13
Outdoor - 345,000 Volt:	
800 Amps and Under	\$402.31
Over 800 through 2,000 Amps	\$411.16
Over 2,000 Amps	\$363.69
Outdoor High Accuracy - 138,000 Volt:	
400:5 Amp	\$133.14
500:5 Amp	\$124.54
1,000:5 Amp	\$128.68

MISCELLANEOUS GENERAL PROVISIONS.

The late payment charge as described in the Late Payment Charges subsection of the Payment Provisions section of the Billing and Payment part of the General Terms and Conditions of the Company's Schedule of Rates is applicable to all rental charges applied in accordance with the provisions of this rider.

The retail customer is responsible for furnishing and installing the wiring, supports and other necessary appurtenances that are required to accommodate the Company's meter-related facilities in accordance with the provisions of the General Terms and Conditions of the Company's Schedule of Rates.

Except as explicitly specified in this rider, all other provisions of the applicable tariff or tariffs apply.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER NS
NONSTANDARD SERVICES AND FACILITIES**

Applicable to All Rates

Standard services and facilities provided by the Company for a retail customer are determined in accordance with the provisions of the rate applicable to such retail customer and the General Terms and Conditions in the Company's Schedule of Rates.

If (a) larger, more, or different services are required or requested by the retail customer, or (b) larger, more, or different facilities than those needed to provide standard electric service to the retail customer are in place, required or requested by such retail customer, and such services or facilities are reasonably and technically feasible, and can be furnished, installed, operated, replaced, and maintained with no significant adverse impact on the Company's system with respect to reliability or efficiency, such services or facilities are furnished, installed, owned, operated, replaced, and maintained by the Company, provided the Company is allowed to recover from the retail customer the costs of furnishing, installing, owning, operating, replacing, and maintaining such services or facilities, including the cost consequences of any applicable federal or state income tax liability. Such larger, more, or different services or facilities are designated in this rider as nonstandard services and facilities.

If a retail customer requests or requires the removal of Company facilities, and such removal is reasonably and technically feasible and has no significant adverse impact on the Company's system with respect to reliability or efficiency, such removal is performed by the Company provided the Company is allowed to recover the costs of removing such facilities from such retail customer, including the cost consequences of any applicable federal or state income tax liability. Such removal is also considered to be providing nonstandard services and facilities.

If a retail customer requests or requires temporary service or electric service on a seasonal basis, and such service is reasonably and technically feasible and has no significant adverse impact on the Company's system with respect to reliability or efficiency, such service is provided by the Company, provided the Company is allowed to recover the costs of facilities required for the provision of such service in excess of standard facilities, and all costs associated with installing and removing facilities used to provide such service, from such retail customer, including the cost consequences of any applicable federal or state income tax liability. Such installation, removal, and excess facilities are also considered to be providing nonstandard services and facilities.

If a retail customer requests or requires the Company to reserve distribution system capacity in order to serve such retail customer's electric power and energy requirements, for example, to accommodate a retail customer's request for automatic load transfer capability, such reservation is reasonable and technically feasible, and the Company needs to construct and constructs additional facilities to ensure safe and reliable service to retail customers, then such distribution system capacity is reserved by the Company for such retail customer provided the Company is allowed to recover from such retail customer the costs of reserving such distribution system capacity based on the costs of constructing the additional facilities, including the cost consequences of any applicable federal or state income tax liability. Such reservation is also considered to be providing nonstandard services and facilities provided the provisions of this paragraph do not have an impact on the terms and conditions of existing contracts between the Company and individual retail customers.

Nonstandard services and facilities also include, but are not limited to, services and facilities identified in the Company's General Terms and Conditions as nonstandard services and facilities.

(Continued on Sheet No. 278)

**RIDER NS
NONSTANDARD SERVICES AND FACILITIES**

(Continued from Sheet No. 277)

The Company furnishes, installs, owns, operates, replaces, and maintains nonstandard services and facilities, subject to the following conditions:

- a. The type, extent and location of such nonstandard services and facilities are determined by agreement between the Company and the retail customer and/or such retail customer's Retail Electric Supplier (RES), or Metering Service Provider (MSP), as applicable.
- b. Nonstandard services and facilities are, and at all times remain, the sole property of the Company.
- c. If the estimated cost of the nonstandard services and facilities installation exceeds the cost of a standard services and facilities installation by more than one hundred dollars (\$100), the retail customer, RES, or MSP, as applicable, must pay the Company such excess amount in total prior to installation, including taxes, if any, except:
 1. in the case of meter-related facilities, the retail customer, RES, or MSP, as applicable, pays monthly rentals in accordance with the provisions of the Rider ML - Meter-Related Facilities Lease (Rider ML); and
 2. in the case of any other nonstandard services and facilities that the Company elects to provide on a monthly payment basis, the retail customer, RES, or MSP, as applicable, pays monthly charges equal to the amount by which the Company's monthly charges for the provided nonstandard services and facilities exceed those for standard services and facilities. For a situation in which an additional nonstandard services and facilities installation is provided on a monthly payment basis, or a change in nonstandard services and facilities results in a different monthly payment, the monthly charges for all previously provided nonstandard services and facilities of the same type or category are based on the monthly charges in effect at the time of such installation or change.
- d. If a portion of the nonstandard services and facilities may reasonably be used for other retail customers, the cost or monthly payment payable by the retail customer, RES, or MSP, as applicable, is that portion of the total cost or monthly payment that is reasonably assignable to such retail customer, RES, or MSP.
- e. The late payment charge as described in the Late Payment Charges subsection of the Payment Provisions section of the Billing and Payment part of the General Terms and Conditions of the Company's Schedule of Rates is applicable to all charges applied in accordance with the provisions of this rider.

DETERMINATION OF NONSTANDARD COST SINGLE PAYMENT.

The cost of furnishing nonstandard services and facilities that is paid to the Company in total prior to the installation or provision of such nonstandard services and facilities, the NS COST, is determined in accordance with the following equation:

$$\text{NS COST} = (\text{REQ COST} - \text{STD COST}) + \frac{(\text{REQ COST} - \text{STD COST}) \times T_G - \text{PVTWO}_R}{1 - T_G}$$

(Continued on Sheet No. 279)

**RIDER NS
NONSTANDARD SERVICES AND FACILITIES**

(Continued from Sheet No. 278)

DETERMINATION OF NONSTANDARD COST SINGLE PAYMENT (CONTINUED).

Where:

- NS COST = Amount, in \$, that must be paid to the Company for the installation or provision of nonstandard services and facilities prior to such installation or provision. NS COST is not refundable. If the NS COST computed in accordance with the aforementioned equation does not exceed \$100, then NS COST equals zero dollars (\$0.00).
- REQ COST = $DL_R + DOH_R + PA_R + GA_R + ILC_R + M_R + MH_R + CIC_R + CE_R + T_R + RCS_R$.
- STD COST = $DL_S + DOH_S + PA_S + GA_S + ILC_S + M_S + MH_S + CIC_S + CE_S + T_S + RCS_S$.
- R = Designation for required services and facilities.
- S = Designation for standard services and facilities.
- DL = Direct Labor Cost, in \$, which includes costs for direct construction labor.
- DOH = Department Overhead, in \$, which includes costs for supervision, clerical support, and transportation.
- PA = Paid Absence, in \$, which includes costs for vacation, holiday, and sick time pay.
- GA = General and Administrative Overhead, in \$, which includes costs for operations and technical services support.
- ILC = Indirect Labor Cost, in \$, which includes, but is not limited to, payroll taxes; employee pensions and benefits costs; office facilities, computer equipment, and software costs; and payroll department and human resources department costs.
- M = Material Cost, in \$, which includes the purchase price of material used, including State Use Tax if such material is procured from the Company's storeroom.
- MH = Material Handling Cost, in \$, which includes stores personnel labor costs and related expenses.
- CIC = Common Indirect Cost, in \$, which includes, but is not limited to, accounting, legal, procurement, and other administrative and general expenses.
- CE = Company Engineering Cost, in \$, which includes the direct engineering labor and engineering department overhead costs.
- T = State Use Tax, in \$, for material that is directly purchased for the services and facilities and not procured from the Company's storeroom.
- T_G = Federal and state combined statutory income tax rate, in decimal format.

(Continued on Sheet No. 280)

**RIDER NS
NONSTANDARD SERVICES AND FACILITIES**

(Continued from Sheet No. 279)

DETERMINATION OF NONSTANDARD COST SINGLE PAYMENT (CONTINUED).

RCS = Related Contractor Services Cost, in \$, which includes any applicable costs incurred by the Company for contracted labor used to perform any construction or engineering tasks associated with the services and facilities, with such costs determined through the application of a contracted labor rate or by competitive bid.

PVTWO_R = Present Value of the Tax Write-Off, in \$, which equals the income tax deduction of the required facilities.

DETERMINATION OF NONSTANDARD COST MONTHLY PAYMENT.

The cost of furnishing nonstandard services and facilities that is paid to the Company on a monthly basis, the NS RENT, is determined in accordance with the following equation:

$$\text{NS RENT} = \left[(\text{TI}_R \times \text{MLPCC}) + \frac{\text{OM}_R}{a_{12}} \right] - \left[(\text{TI}_S \times \text{MLPCC}) + \frac{\text{OM}_S}{a_{12}} \right]$$

Where:

NS RENT = Amount, in \$, that must be paid monthly to the Company for the nonstandard services and facilities provided.

TI = Total Investment, in \$, for the services and facilities including purchase price, material handling costs, and labor costs, as applicable.

MLPCC = Monthly Level Premium Carrying Charge factor.

OM = Annual Operating and Maintenance Costs, in \$, associated with the services and facilities, including but not limited to costs resulting from switchgear heaters or core losses in transformers, as applicable.

a₁₂ = Monthly annuity factor.

MISCELLANEOUS GENERAL PROVISIONS.

Further information regarding nonstandard services and facilities costs may be obtained from the Company.

In determining the costs associated with providing nonstandard services and facilities for a retail customer to which the Railroad Delivery Class is applicable, the cost consequences of any applicable federal or state income tax liability attributable to such nonstandard services and facilities is zero (0), by reason of the benefits to the public at large from such nonstandard services and facilities.

Except as explicitly specified in this rider, all other provisions of the applicable tariff or tariffs apply.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER PM
PRIMARY METERING ADJUSTMENT**

Applicable to Rates BES, BESH, and RDS

APPLICABILITY.

This rider is applicable to a retail customer for which (a) electric service is provided that enters such retail customer's premises at or above 2,160 volts; (b) meter-related facilities are in place and measuring the electric power and energy delivered to such retail customer at such entering voltage; (c) such meter-related facilities are adequate to measure, for each thirty (30) minute period, the kilowatt-hours (kWhs) delivered to such retail customer and rate at which such kWhs are delivered; and (d) such entering voltage is not utilized directly and is transformed to a different voltage for use by such retail customer.

Notwithstanding the previous provisions of this Applicability section, this rider is not available to a retail customer to which the Residential Delivery Class or the Railroad Delivery Class is applicable.

PRIMARY METERING ADJUSTMENT.

Each thirty (30) minute measurement made by the meter-related facilities that are in place and measuring the electric power and energy delivered to the retail customer at the voltage entering the retail customer's premises that is at or above 2,160 volts is reduced by eight tenths of a percent (0.8%). Such reduced amount is used in computing the monthly charges applicable to the retail customer in accordance with the rate under which electric service is provided to the retail customer.

MISCELLANEOUS GENERAL PROVISIONS.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER RESALE
ALLOWANCE FOR RESALE OR REDISTRIBUTION OF ELECTRICITY**

Applicable to Rates BES, BESH, and RDS

APPLICABILITY.

This rider is applicable to a retail customer that resells or redistributes electric power and energy directly or through an intermediary to third persons, provided such resale or redistribution is only in a building for which such resale or redistribution is an uninterrupted continuation of resale or redistribution practices followed in accordance with previously applicable riders that were in effect from time to time since prior to January 2, 1957.

This rider is also applicable to a retail customer for which the Company has permitted, on a continuous basis since prior to July 13, 1970, more than one residential occupancy unit in a building in the former Central Illinois Electric and Gas Company service territory to be served through one meter as a single residential retail customer.

Notwithstanding the previous provisions of this Applicability section, if all or substantially all of the electrical wiring of any such building is replaced in conjunction with interior alterations that are required by local code or ordinance, resale or redistribution is not permitted in the building after the conclusion of such alterations.

If a retail customer discontinues resale or redistribution of electric power and energy in any such building, resale or redistribution is not subsequently permitted in such building.

DEFINITIONS.

The following definitions are for use in this rider:

Building

Building means (a) a single structure which is unified in its entirety, both physically and in operation, or (b) any subdivision of a single structure which subdivision is itself separately unified in its entirety, both physically and in operation. In either case, a building may include separate structural sections only if each such separate structural section, in material part, has a contiguous surface with another structural section of such building. A connection made via passageway is not considered a contiguous surface. A building includes only such structure or subdivision in which electric power and energy has been resold or redistributed on an uninterrupted basis since the effective date of this rider.

Resale

Resale means the furnishing of electric power and energy by a retail customer to third persons in exchange for monetary compensation that is individually computed and separately stated by such retail customer for each such third person. The electric power and energy so furnished to each such third person is separately metered.

Redistribution

Redistribution means the furnishing of electric power and energy by a retail customer to third persons under circumstances that do not constitute resale.

(Continued on Sheet No. 283)

**RIDER RESALE
ALLOWANCE FOR RESALE OR REDISTRIBUTION OF ELECTRICITY**

(Continued from Sheet No. 282)

DEFINITIONS (CONTINUED).

Third Person

Third person means an occupant of a building to which a retail customer served hereunder resells or redistributes electric power and energy. A third person is not a retail customer of the Company.

RESALE RESTRICTIONS.

A retail customer to which this rider applies may enter into a written lease or other written agreement with a third person which sets forth the terms under which the retail customer charges the third person for electricity. In the absence of such written lease or other written agreement, a retail customer that resells electric power and energy to third persons must resell such electric power and energy at a rate that does not exceed the total cost that such retail customer incurs for the electric power and energy it resells. Such total cost includes commodity supply charges, delivery service charges, all taxes and franchise fees and costs, all other costs and adders charged to the retail customer, and all other costs incurred by the retail customer to enable the retail customer to resell electric power and energy to third persons, including but not limited to, maintenance costs relating to the retail customer's internal electrical distribution system, fees of metering service companies, and administrative costs incurred in billing third persons for the resold electric power and energy.

REGULATORY OVERVIEW.

If the Illinois Commerce Commission (ICC), after reasonable notice to a retail customer served hereunder and after conducting any applicable hearing, finds that such retail customer is in violation of any provision in this rider, and if such retail customer does not cease such violation within a timeframe fixed by the ICC, the Company will, if directed by the ICC, discontinue electric service to such retail customer.

MISCELLANEOUS GENERAL PROVISIONS.

For billing purposes, the Company combines the demands and energy consumptions of two or more buildings in which the practice of resale or redistribution exists only if the demands and energy consumptions of such buildings were so combined immediately prior to the effective date of this rider. Except in such cases, each building in which resale or redistribution exists is billed as a separate retail customer.

Except as explicitly specified in this rider, all other provisions of the applicable tariff or tariffs apply.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER ZSS
ZERO STANDARD SERVICE**

Applicable to Rates BESH and RDS

APPLICABILITY.

This rider is applicable to a nonresidential retail customer for which all or a portion of its electric power and energy requirements is delivered via the electric delivery system located in the Company's service territory entering such nonresidential retail customer's premises:

1. at 12 kilovolts (kV) or higher incoming voltage and (a) at the same point(s) of service through which electric generation facilities located at such nonresidential retail customer's premises are interconnected with such electric delivery system; and/or (b) electrically connected to no more than one Company-owned, distribution function, voltage transformation such that the winding of the transformed voltage of such transformation is electrically connected to the same point(s) of service through which electric generation facilities located at such nonresidential retail customer's premises are interconnected with such electric delivery system. Such nonresidential retail customer, as described in this item (1), must be the owner or operator of such electric generation facilities, and the operation and delivery of the output of such electric generation facilities must be subject to the Operating Agreement, the applicable Reliability Assurance Agreement, and the Open Access Transmission Tariff (OATT) of the PJM Interconnection, L.L.C. (PJM), or their successors. Points of service and/or delivery connected by normally closed circuit breakers and/or switches at which there is no difference in voltage and phase angle between the physical points of interconnection that serve electric generation facilities and non-generation facilities are considered electrically the same points of service for the purposes of this item (1); or
2. at 345 kV or higher incoming voltage.

ZERO STANDARD PORTION.

The nonresidential retail customer's electric power and energy requirements delivered via the electric delivery system located in the Company's service territory and entering such nonresidential retail customer's premises as described in item (1) or item (2) of the Applicability section of this rider are defined as the Zero Standard Portion. No standard distribution facilities are provided for the Zero Standard Portion. Standard distribution facilities as provided under the otherwise applicable Rate BESH - Basic Electric Service Hourly Pricing (Rate BESH) or Rate RDS - Retail Delivery Service (Rate RDS) are not applicable for the Zero Standard Portion.

(Continued on Sheet No. 285)

**RIDER ZSS
ZERO STANDARD SERVICE**

(Continued from Sheet No. 284)

ZERO STANDARD PORTION (CONTINUED).

For a situation in which the delivery class applicable to the nonresidential retail customer for a monthly billing period is defined with consideration given to the highest thirty (30) minute demand established by such nonresidential retail customer, as described in the Delivery Classes section of the Retail Customer Categorizations part of the General Terms and Conditions of the Company's Schedule of Rates, such demand includes the Zero Standard Portion. For a situation in which the supply group applicable to the nonresidential retail customer for a monthly billing period is defined with consideration given to the highest thirty (30) minute demand established by such nonresidential retail customer, as described in the Supply Groups section of such Retail Customer Categorizations part, such demand includes the Zero Standard Portion. Notwithstanding the previous provisions of this paragraph, for a situation in which item (1) of the Applicability section of this rider is applicable to the nonresidential retail customer, the highest sixty (60) minute demand established by such nonresidential retail customer, as described in the Measurement of Power and Energy Delivered section of this rider, is used rather than the aforementioned highest thirty (30) minute demand.

A nonresidential retail customer to which item (1) in the Applicability section of this rider applies is allowed to use any or all of its own generation, or energy lawfully supplied by another party, to serve the Zero Standard Portion.

MONTHLY CREDIT AND CHARGE.

Except as explicitly provided in this Monthly Credit and Charge section, the charges in the rate under which the nonresidential retail customer is taking service apply to the nonresidential retail customer served hereunder in accordance with the provisions of such rate.

Zero Standard Credit

*

A Zero Standard Credit is applied to the nonresidential retail customer's bill in each monthly billing period. The Zero Standard Credit is equal to (a) the Distribution Facilities Charge in Rate RDS for the delivery class applicable to the nonresidential retail customer in the monthly billing period, divided by (b) the relevant incremental distribution uncollectible cost factor beginning with the April 2010 monthly billing period, multiplied by (c) the portion of the nonresidential retail customer's Maximum Kilowatts Delivered (MKD) associated with the Zero Standard Portion.

(Continued on Sheet No. 286)

**RIDER ZSS
ZERO STANDARD SERVICE**

(Continued from Sheet No. 285)

MONTHLY CREDIT AND CHARGE (CONTINUED).

Zero Standard Charge

A Zero Standard Charge is applied to the nonresidential retail customer's bill in each monthly billing period. The Zero Standard Charge is equal to (a) the costs that the Company incurs to provide and maintain the distribution facilities through which the Company delivers the Zero Standard Portion to the nonresidential retail customer, plus (b) the costs the Company incurs as a result of the assessment of the Illinois Electricity Distribution Tax for delivering the Zero Standard Portion to the nonresidential retail customer. The Zero Standard Charge is determined and applied in accordance with the provisions of the Company's Rider NS - Nonstandard Services and Facilities (Rider NS).

Notwithstanding the provisions of Rider NS with respect to changes in rental charges due to modifications or additions to the nonstandard services and facilities, for a situation in which there are modifications or additions to the distribution facilities through which the Company delivers the Zero Standard Portion, the rental charges included in the Zero Standard Charge are changed for only such modified or added distribution facilities. For other existing, unchanged distribution facilities through which the Company delivers the Zero Standard Portion, the associated rental charges included in the Zero Standard Charge remain unchanged until such time that a modification is made in such existing distribution facilities.

MEASUREMENT OF POWER AND ENERGY DELIVERED.

For a situation in which item (1) of the Applicability section of this rider applies to the nonresidential retail customer, the Company determines the highest demand established by such nonresidential retail customer for Station Power on the basis of a sixty (60) minute period of time rather than a thirty (30) minute period of time. Such determination is made by using the average of the interval demand recording meter's data for the two (2) thirty (30) minute intervals within each hour. For a situation in which there are two (2) or more interval demand recording metering installations at such nonresidential retail customer's premises, the demand established by such nonresidential retail customer in any sixty (60) minute period is determined by adding together the separate demands determined for each metering installation during such sixty (60) minute period.

(Continued on Sheet No. 287)

**RIDER ZSS
ZERO STANDARD SERVICE**

(Continued from Sheet No. 286)

MISCELLANEOUS GENERAL PROVISIONS.

In the provision of electric service hereunder, the Company is required to install, own, operate, and maintain meter-related facilities adequate to measure the kilowatt-hours (kWhs) delivered to the nonresidential retail customer and the rate at which such electricity is delivered to such nonresidential retail customer for each half hour in the monthly billing period. To the extent that such required meter-related facilities are larger, more, or different from facilities determined to be standard meter-related facilities, such required facilities are provided in accordance with the provisions of Rider NS and Rider ML - Meter-Related Facilities Lease (Rider ML).

The provisions of Rider ACT - Allowance for Customer-Owned Transformers (Rider ACT) and Rider PM - Primary Metering Adjustment (Rider PM) are not applicable to the Zero Standard Portion.

Except as explicitly specified in this rider, all other provisions of the applicable tariff or tariffs apply.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER POG
PARALLEL OPERATION OF RETAIL CUSTOMER GENERATING FACILITIES**

Applicable to All Rates Except Rate RESS and Rate MSPS

APPLICABILITY.

This rider is applicable to any retail customer with an electric generating facility that is interconnected with the electric delivery system located in the Company's service territory and operating in parallel with such electric delivery system.

Service hereunder is not restricted to retail customers that obtain electric power and energy supply from the Company.

Notwithstanding the previous provisions of this Applicability section, this rider is not applicable to a retail customer that is provided with net metering in accordance with Section 16-107.5 of the Public Utilities Act (Act).

SERVICE OPTIONS.

A retail customer (a) operating a generating facility designated as a Qualifying Facility, as defined in 83 Illinois Administrative Code Part 430; (b) subject to the Operating Agreement, the applicable Reliability Assurance Agreement, and/or the Open Access Transmission Tariff (OATT) of the PJM Interconnection, L.L.C. (PJM), or any successor agreement or tariff (the Agreements and/or Tariffs); and (c) electing to sell output from its Qualifying Facility to an entity other than the Company, may elect Option A or Option B. A retail customer operating an electric generating facility that is not designated as a Qualifying Facility may elect Option A or Option B. Any other retail customer operating an electric generating facility designated as a Qualifying Facility may elect Option A, Option B, Option C or Option D.

Option A

A retail customer taking service under Option A delivers the entire gross output of its electric generating facility to the electric delivery system in the Company's service territory. All of such retail customer's electric power and energy requirements are provided to such retail customer in accordance with the provisions of the otherwise applicable tariff or tariffs.

Option B

A retail customer taking service under Option B uses the gross output of its electric generating facility to provide a portion of its electric power and energy requirements. The remaining portion of such retail customer's electric power and energy requirements is provided to such retail customer in accordance with the provisions of the otherwise applicable tariff or tariffs. For a situation in which the gross output of such electric generating facility exceeds the retail customer's electric power and energy requirements, such retail customer delivers the net output of such electric generating facility to the electric delivery system located in the Company's service territory.

(Continued on Sheet No. 289)

**RIDER POG
PARALLEL OPERATION OF RETAIL CUSTOMER GENERATING FACILITIES**

(Continued from Sheet No. 288)

SERVICE OPTIONS (CONTINUED).

Option C

A retail customer taking service under Option C sells the entire gross output of its electric generating facility to the Company. All of such retail customer's electric power and energy requirements are provided to such retail customer in accordance with the provisions of the otherwise applicable tariff or tariffs.

Option D

A retail customer taking service under Option D uses the gross output of its electric generating facility to provide a portion of its electric power and energy requirements. The remaining portion of such retail customer's electric power and energy requirements is provided to such retail customer in accordance with the provisions of the otherwise applicable tariff or tariffs. For a situation in which the gross output of such electric generating facility exceeds the retail customer's electric power and energy requirements, such retail customer sells the net output of the electric generating facility to the Company.

COMPENSATION.

A retail customer taking service under Option A or Option B is not compensated by the Company for the output from its electric generating facility delivered to the electric delivery system in the Company's service territory.

For a retail customer taking service under Option C or Option D, the Company compensates the retail customer for output from such retail customer's electric generating facility that is sold to the Company. Initially, such retail customer is compensated in accordance with the provisions of the Fixed Compensation subsection of this Compensation section unless such retail customer explicitly elects to be compensated in accordance with the provisions of the LMP Compensation subsection of this Compensation section. Such retail customer is provided with compensation in accordance with the provisions of either such Fixed Compensation subsection or such LMP Compensation subsection, but in no situation is a retail customer provided with compensation in accordance with both such subsections. Subsequently, such retail customer may switch from receiving compensation in accordance with the provisions of one such subsection to the other such subsection only after receiving compensation in accordance with the provisions of the Fixed Compensation subsection or the LMP Compensation subsection, as applicable, for a period of at least twelve (12) consecutive monthly billing periods.

(Continued on Sheet No. 290)

**RIDER POG
PARALLEL OPERATION OF RETAIL CUSTOMER GENERATING FACILITIES**

(Continued from Sheet No. 289)

COMPENSATION (CONTINUED).

* **Fixed Compensation**

For a situation in which the retail customer sells such output to the Company, and the Company is compensated by PJM for such output, with the net compensation paid to the Company by PJM determined by the application of the PJM real time generator nodal locational marginal prices (LMPs), offset by balancing operating reserve charges, applicable administrative fees, and any other applicable charges or credits billed in accordance with the provisions of the Agreements and/or Tariffs, the compensation paid by the Company to such retail customer is as follows:

	Applicable January 15, 2009 through the May 2009 Monthly Billing Period	Applicable for the June 2009 through the May 2010 Monthly Billing Periods
For all kilowatt-hours (kWhs) sold during Retail Peak Periods in the Summer Period	\$0.08209/kWh	\$0.03735/kWh
Retail Off-Peak Period in the Summer Period	\$0.04623/kWh	\$0.02276/kWh
Retail Peak Periods in the Nonsummer Period	\$0.06763/kWh	\$0.03405/kWh
Retail Off-Peak Period in the Nonsummer Period	\$0.04359/kWh	\$0.02301/kWh

For any other situation, the retail customer is compensated for the output it sells to the Company as follows:

	Applicable January 15, 2009 through the May 2009 Monthly Billing Period	Applicable for the June 2009 through the May 2010 Monthly Billing Periods
For all kWhs sold during Retail Peak Periods in the Summer Period	\$0.08509/kWh	\$0.04017/kWh
Retail Off-Peak Period in the Summer Period	\$0.04923/kWh	\$0.02558/kWh
Retail Peak Periods in the Nonsummer Period	\$0.06972/kWh	\$0.03564/kWh
Retail Off-Peak Period in the Nonsummer Period	\$0.04568/kWh	\$0.02460/kWh

However, in such other situation, if the retail customer's electric generating facility has a nameplate rating of ten (10) kilowatts (kW) or less, such retail customer may elect to be compensated for the output it sells to the Company as follows rather than in accordance with the previous provisions of this Fixed Compensation subsection:

	Applicable January 15, 2009 through the May 2009 Monthly Billing Period	Applicable for the June 2009 through the May 2010 Monthly Billing Periods
For all kWhs sold during The Summer Period	\$0.06276/kWh	\$0.03121/kWh
The Nonsummer Period	\$0.05474/kWh	\$0.02876/kWh

Notwithstanding the preceding provisions of this Fixed Compensation subsection, a retail customer taking service under Option C or Option D may negotiate a different compensation arrangement with the Company pursuant to 83 Illinois Administrative Code Part 430.

(Continued on Sheet No. 291)

**RIDER POG
PARALLEL OPERATION OF RETAIL CUSTOMER GENERATING FACILITIES**

(Continued from Sheet No. 290)

COMPENSATION (CONTINUED).

LMP Compensation

Nodal Compensation

For a situation in which the retail customer sells such output to the Company, and the Company is compensated by PJM for such output, with the net compensation paid to the Company by PJM determined by the application of the PJM real time generator nodal LMPs, offset by balancing operating reserve charges, applicable administrative fees, and any other applicable charges or credits billed in accordance with the provisions of the Agreements and/or Tariffs, the compensation paid by the Company to such retail customer is equal to (1) the summation, over all the hours in the monthly billing period, of (a) the PJM real time generator nodal LMP for each such hour, in \$/kWh, multiplied by (b) such output, in kWhs, in each such hour, less (2) the balancing operating reserve charges, applicable administrative fees, and any other applicable charges or credits billed in accordance with the provisions of the Agreements and/or Tariffs applicable to such output.

Zonal Compensation

For any other situation in which the retail customer sells such output to the Company, the compensation paid by the Company to such retail customer is equal to the summation, over all the hours in the monthly billing period, of (a) the PJM real time LMP for the ComEd Zone for each such hour, in \$/kWh, multiplied by (b) such output, in kWhs, in each such hour.

The Company pays such compensation to the retail customer on a monthly basis, on or before the due date applicable to electric service provided by the Company to the retail customer.

(Continued on Sheet No. 292)

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Post Office Box 805379
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**RIDER POG
PARALLEL OPERATION OF RETAIL CUSTOMER GENERATING FACILITIES**

(Continued from Sheet No. 291)

DISTRIBUTION AND METERING FACILITIES.

A retail customer served hereunder must install equipment for safety and the prevention of interference to other retail customers in accordance with Company specifications. Such equipment must include, but is not limited to, a disconnect device to which the Company has access and which the Company can lock in an open position to disconnect, for safety reasons, such retail customer's electric generating facility from the electric delivery system located in the Company's service territory. Notwithstanding the previous provisions of this paragraph, for a situation in which the Company provides any of the aforementioned equipment, such equipment is provided in accordance with the provisions of Rider NS - Nonstandard Services and Facilities (Rider NS).

A retail customer served hereunder must reimburse the Company for any operating and maintenance expenses it incurs as a result of the connection of such retail customer's electric generating facility to the electric delivery system located in the Company's service territory. Such reimbursement is made in accordance with the provisions of Rider NS.

For a retail customer that is not selling the output from its electric generating facility, the Company is required to install, own, operate, and maintain meter-related facilities with detents to allow only the registration of the electric power and energy delivered to the retail customer by the Company. To the extent that such required meter-related facilities are larger, more, or different from facilities determined to be standard meter-related facilities, such required facilities are provided in accordance with the provisions of Rider NS and Rider ML - Meter-Related Facilities Lease (Rider ML).

For a retail customer that is selling output from its electric generating facility, the Company is required to install, own, operate, and maintain meter-related facilities adequate to measure the kWhs delivered to the retail customer and the rate at which the kWhs are delivered to such retail customer for each half hour in the monthly billing period. In addition, the Company is required to install, own, operate, and maintain meter-related facilities adequate to measure the kWhs sold by the retail customer to the Company or another entity, as applicable, and the rate at which the kWhs are so sold for each half hour in the monthly billing period. To the extent that such required meter-related facilities are larger, more, or different from facilities determined to be standard meter-related facilities, such required facilities are provided in accordance with the provisions of Rider NS and Rider ML.

(Continued on Sheet No. 293)

**RIDER POG
PARALLEL OPERATION OF RETAIL CUSTOMER GENERATING FACILITIES**

(Continued from Sheet No. 292)

TERM OF SERVICE.

A retail customer taking service hereunder must enter into a written contract with the Company incorporating the provisions of this rider and the applicable provisions of 83 Illinois Administrative Code.

A retail customer taking service under either Option C or Option D must take service under the option elected for at least twelve (12) consecutive monthly billing periods before a change in option is allowed. Any such change in option election must also be applicable for a period of at least twelve (12) consecutive monthly billing periods.

As long as a retail customer has an electric generating facility that is interconnected with the electric delivery system located in the Company's service territory and operating in parallel with such electric delivery system, service under this rider applies to such retail customer.

MISCELLANEOUS GENERAL PROVISIONS.

A retail customer served hereunder may be disconnected by the Company from the electric delivery system located in the Company's service territory whenever, in the sole opinion of the Company, such action is required by an emergency, for reasons of safety, or due to interference with electric service to other retail customers. A retail customer served hereunder is also subject to the Company's reasonable requirements with respect to the retail customer's electric generating facility's output voltage level and its production of reactive power.

For a situation in which the retail customer's sale of output from its electric generating facility to the Company does not permit the Company to avoid costs, the Company may refuse delivery of such output from an electric generating facility with generating capability of 1,000 kW or more. In such situation the retail customer may be required to pay for costs incurred by the Company in notifying such retail customer of such refusal or disconnecting such retail customer's electric generating facility from the Company's system.

A retail customer served hereunder must indemnify the Company and the Company's other retail customers against any liability for personal injury or property damage arising from or created by the interconnection or operation of such retail customer's electric generating facility. Such retail customer must also indemnify the Company against any and all loss resulting from electric power and energy demands established by such retail customer in excess of the capacity of the Company's distribution facilities furnished in accordance with the provisions of the contract under which the Company provides electric service to such retail customer.

Service hereunder is subject to the provisions of 83 Illinois Administrative Code Part 430 and Part 466 and any Company requirements necessary to comply with and implement such provisions. The Company and the retail customer may, by contract, modify any of the provisions contained in this rider consistent with regulations of the Illinois Commerce Commission (ICC).

Except as explicitly specified in this rider, all other provisions of the applicable tariff or tariffs apply.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER POGNM
PARALLEL OPERATION OF RETAIL CUSTOMER GENERATING FACILITIES WITH NET METERING**

Applicable to All Rates Except Rate RESS and Rate MSPS

APPLICABILITY.

This rider is applicable to any retail customer (a) with electric generating facilities that are interconnected with the Company's distribution system and operating in parallel with such distribution system and (b) that is provided with net metering in accordance with Section 16-107.5 of the Public Utilities Act (Act) and in compliance with 83 Illinois Administrative Code Part 465.

Service hereunder is not restricted to retail customers that obtain electric power and energy supply and net metering from the Company.

A retail customer is not allowed to simultaneously take service hereunder and under Rider POG - Parallel Operation of Retail Customer Generating Facilities (Rider POG).

PREREQUISITES OF SERVICE.

For a retail customer to be considered for service hereunder, the retail customer must own or operate solar, wind, or other electric generating facilities powered by solar electric energy, wind, dedicated crops grown for electricity generation, anaerobic digestion of livestock or food processing waste, fuel cells or microturbines powered by renewable fuels, or hydroelectric energy, provided such generating facilities (a) have a total rated capacity that does not exceed 2,000 kilowatts (kW), (b) are located on the retail customer's premises, and (c) are intended to offset the retail customer's electric power and energy requirements.

For a retail customer to be considered for service hereunder, the retail customer must submit to its supplier of electric power and energy a written application to obtain net metering in compliance with 83 Illinois Administrative Code Part 465, and comply with interconnection requirements within Illinois Administrative Code Part 466. Such application must provide (a) the retail customer's name, (b) identification of the premises at which net metering is to be installed, (c) the total rated capacity of the electric generating facilities located at such premises, and (d) sufficient information regarding such generating facilities to verify that such facilities are as described in the preceding paragraph. An application is considered valid only if it contains all the information identified in this paragraph.

Company-Provided Net Metering

The Company must date and time stamp each valid application for net metering that it receives from each retail customer requesting the Company to provide net metering for such retail customer. The Company must notify the retail customer within ten (10) business days after receipt of such valid net metering application regarding the status of availability of net metering by the Company for such retail customer. The Company may not unreasonably deny a retail customer's request for net metering. Notwithstanding the previous provisions of this paragraph, the Company is allowed to restrict the provision of net metering by the Company with respect to retail customers for which it provides electric power and energy supply service in accordance with Section 16-107.5(j) of the Act.

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**RIDER POGNM
PARALLEL OPERATION OF RETAIL CUSTOMER GENERATING FACILITIES WITH NET METERING**

(Continued from Sheet No. 294)

PREREQUISITES OF SERVICE (CONTINUED).

Company-Provided Net Metering (Continued)

In the event that the provision of net metering by the Company becomes unavailable as a result of the restrictions allowed by such Section 16-107.5(j), a retail customer that submits a valid application for net metering provided by the Company is placed on a waiting list and is provided with net metering by the Company on a first come, first served basis in the event that such restrictions are lifted or the number of retail customers with net metering provided by the Company is reduced below the restrictive number identified in accordance with such Section 16-107.5(j).

RES-Provided Net Metering

For a retail customer taking service under Rate RDS - Retail Delivery Service (Rate RDS) with electric power and energy supply service provided by a Retail Electric Supplier (RES) that applies for and is accepted by such RES for net metering provided by such RES, the retail customer is responsible for ensuring that the Company is provided with information by such RES, in accordance with the provisions of Rate RESS - Retail Electric Supplier Service (Rate RESS), that (a) verifies such retail customer is authorized for net metering provided by such RES, (b) identifies that such net metering is to be provided (1) with time of use pricing, or (2) without time of use pricing, and (c) identifies the annual period, as described in the Term of Service section of this rider, applicable to the retail customer.

COMMENCEMENT OF SERVICE.

Service hereunder commences only after all the prerequisites of service, as described in the Prerequisites of Service section of this rider are met.

Service hereunder commences only after the required net meter-related facilities are in place and operational at the retail customer's premises. For a situation in which such net meter-related facilities are installed, operated, and maintained by the Company, the Company may not unreasonably delay the installation of such net meter-related facilities at such retail customer's premises. Such retail customer must reasonably cooperate with the Company as necessary to ensure that all meter-related facilities required for service hereunder are installed and in operating condition. Moreover, for a situation in which the retail customer is provided with net metering by a RES and the net meter-related facilities are installed, operated, and maintained by the Company, the RES must reasonably cooperate with the Company as necessary and in accordance with the applicable provisions in Rate RESS to ensure that all meter-related facilities required for service hereunder are installed and in operating condition.

Service hereunder commences only on the retail customer's normally scheduled meter reading or billing cycle date.

(Continued on Sheet No. 296)

**RIDER POGNM
PARALLEL OPERATION OF RETAIL CUSTOMER GENERATING FACILITIES WITH NET METERING**

(Continued from Sheet No. 295)

SERVICE CLASSIFICATIONS.

A retail customer taking service hereunder is classified as (a) NM1, (b) NM2, (c) NM3, (d) NM4, (e) NM5, (f) NM6, or (g) NM7, as applicable. These classifications are described in the following subsections of this Service Classifications section.

NM1 Classification

A retail customer taking service hereunder has an NM1 classification if such retail customer is either (a) a residential retail customer or (b) a retail customer with generating facilities having a total rated capacity that does not exceed 40 kW. Such retail customer must also be receiving bundled electric service from the Company under Rate BES - Basic Electric Service (Rate BES). Moreover, such retail customer uses the gross output of its electric generating facilities to provide a portion of its electric power and energy requirements. The remaining portion of such retail customer's electric power and energy supply requirements is provided to such retail customer in accordance with the provisions of the otherwise applicable tariff or tariffs. For a situation in which the gross output of such electric generating facilities exceeds the retail customer's electric power and energy requirements, such retail customer provides the net output of the electric generating facilities to the Company.

NM2 Classification

A retail customer taking service hereunder has an NM2 classification if such retail customer is either (a) a residential retail customer or (b) a retail customer with generating facilities having a total rated capacity that does not exceed 40 kW. Such retail customer must also be receiving electric service from the Company under (a) Rate BESH - Basic Electric Service Hourly Pricing (Rate BESH) or (b) Rate RDS with Rider PPO - Power Purchase Option (Rider PPO). Moreover, such retail customer uses the gross output of its electric generating facilities to provide a portion of its electric power and energy requirements. The remaining portion of such retail customer's electric power and energy supply requirements is provided to such retail customer in accordance with the provisions of the otherwise applicable tariff or tariffs. For a situation in which the gross output of such electric generating facilities exceeds the retail customer's electric power and energy requirements, such retail customer provides the net output of the electric generating facilities to the Company.

NM3 Classification

A retail customer taking service hereunder has an NM3 classification if such retail customer is either (a) a residential retail customer or (b) a retail customer with generating facilities having a total rated capacity that does not exceed 40 kW. Such retail customer must also be receiving electric power and energy supply service from a RES under terms that do not include time of use pricing provisions. Moreover, such retail customer uses the gross output of its electric generating facilities to provide a portion of its electric power and energy requirements. The remaining portion of such retail customer's electric power and energy supply requirements is provided to such retail customer by such RES. For a situation in which the gross output of such electric generating facilities exceeds the retail customer's electric power and energy requirements, such retail customer provides the net output of the electric generating facilities to the RES.

(Continued on Sheet No. 297)

**RIDER POGNM
PARALLEL OPERATION OF RETAIL CUSTOMER GENERATING FACILITIES WITH NET METERING**

(Continued from Sheet No. 296)

SERVICE CLASSIFICATIONS (CONTINUED).

NM4 Classification

A retail customer taking service hereunder has an NM4 classification if such retail customer is either (a) a residential retail customer or (b) a retail customer with generating facilities having a total rated capacity that does not exceed 40 kW. Such retail customer must also be receiving electric power and energy supply service from a RES under terms that include time of use pricing provisions. Moreover, such retail customer uses the gross output of its electric generating facilities to provide a portion of its electric power and energy requirements. The remaining portion of such retail customer's electric power and energy requirements is provided to such retail customer by such RES. For a situation in which the gross output of such electric generating facilities exceeds the retail customer's electric power and energy requirements, such retail customer provides the net output of the electric generating facilities to the RES.

NM5 Classification

A retail customer taking service hereunder has an NM5 classification if such retail customer is (a) not a residential retail customer and (b) has generating facilities with a total rated capacity that exceeds 40 kW. Such retail customer must also be receiving electric power and energy supply service from the Company under Rate BES. Moreover, such retail customer uses the gross output of its electric generating facilities to provide a portion of its electric power and energy requirements. The remaining portion of such retail customer's electric power and energy supply requirements is provided to such retail customer in accordance with the provisions of the otherwise applicable tariff or tariffs. For a situation in which the gross output of such electric generating facilities exceeds the retail customer's electric power and energy requirements, such retail customer provides the net output of the electric generating facilities to the Company.

NM6 Classification

A retail customer taking service hereunder has an NM6 classification if such retail customer is (a) not a residential retail customer and (b) has generating facilities with a total rated capacity that exceeds 40 kW. Such retail customer must also be receiving electric power and energy supply service from the Company under (a) Rate BESH or (b) Rate RDS with Rider PPO. Moreover, such retail customer uses the gross output of its electric generating facilities to provide a portion of its electric power and energy requirements. The remaining portion of such retail customer's electric power and energy supply requirements is provided to such retail customer in accordance with the provisions of the otherwise applicable tariff or tariffs. For a situation in which the gross output of such electric generating facilities exceeds the retail customer's electric power and energy requirements, such retail customer provides the net output of the electric generating facilities to the Company.

(Continued on Sheet No. 298)

**RIDER POGNM
PARALLEL OPERATION OF RETAIL CUSTOMER GENERATING FACILITIES WITH NET METERING**

(Continued from Sheet No. 297)

SERVICE CLASSIFICATIONS (CONTINUED).

NM7 Classification

A retail customer taking service hereunder has an NM7 classification if such retail customer is (a) not a residential retail customer and (b) has generating facilities with a total rated capacity that exceeds 40 kW. Such retail customer must also be receiving electric power and energy supply service from a RES. Moreover, such retail customer uses the gross output of its electric generating facilities to provide a portion of its electric power and energy requirements. The remaining portion of such retail customer's electric power and energy supply requirements is provided to such retail customer by such RES. For a situation in which the gross output of such electric generating facilities exceeds the retail customer's electric power and energy requirements, such retail customer provides the net output of the electric generating facilities to the RES.

CREDITS AND COMPENSATION.

A retail customer served hereunder with an NM1 classification, as described in the Service Classifications section of this rider, is provided an energy credit, in kWhs, by the Company for the net output provided to the Company by the retail customer during the monthly billing period. Such energy credit is allowed to accrue during the course of the current annual period. Accrued energy credits offset net kWhs, on a one to one (1:1) basis, supplied to the retail customer by the Company in subsequent monthly billing periods during such current annual period. Such energy credits are applied in conjunction with the computation of charges determined in accordance with the provisions of the Purchased Electricity Charge subsection, the PJM Services Charge subsection, and the PEA Factor subsection of the Monthly Charges section of Rate BES. Accrued energy credits expire at the earliest of the (a) end of the current annual period, (b) date that the retail customer terminates service from the Company under Rate BES, or (c) date that the retail customer terminates service under this rider.

A retail customer served hereunder with an NM1 or NM3 classification, as described in the Service Classifications section of this rider, is provided a delivery credit, in kWhs, by the Company for the net output provided to the Company or RES, as applicable, and delivered to the Company's distribution system by the retail customer during the monthly billing period. Such delivery credit is allowed to accrue during the course of the current annual period. Accrued delivery credits offset net kWhs, on a 1:1 basis, delivered to the retail customer by the Company in subsequent monthly billing periods during such current annual period. Such delivery credits are applied only in the event that the relevant distribution facilities charge is applicable to kWhs delivered to the retail customer during the monthly billing period. Such delivery credits are applied in conjunction with the computation of charges determined in accordance with the provisions of the Distribution Facilities Charge subsection of the Monthly Charges section of Rate BES or the Monthly Charges section of the Rates and Charges part of Rate RDS, as applicable. Accrued delivery credits expire at the earlier of the (a) end of the current annual period or (b) date that the retail customer terminates service under this rider.

(Continued on Sheet No. 299)

**RIDER POGNM
PARALLEL OPERATION OF RETAIL CUSTOMER GENERATING FACILITIES WITH NET METERING**

(Continued from Sheet No. 298)

CREDITS AND COMPENSATION (CONTINUED).

For a retail customer served hereunder with an NM2 classification, as described in the Service Classifications section of this rider, a monetary supply adjustment, in dollars rounded to the cent, is determined for each monthly billing period. The monetary supply adjustment is equal to (A) the summation, over all hours in the monthly billing period during which there is net output from the retail customer's electric generating facilities to the Company's distribution system, of (1) the sum, in dollars per kWh (\$/kWh), of the (a) Hourly Energy Charge (HEC) for each such hour, (b) PJM Services Charge, (c) Miscellaneous Procurement Components Charge, and (d) Hourly Purchased Electricity Adjustment Factor (HPEA), as each such charge or factor is described in the Monthly Charges section of Rate BESH or the Charges section of Rider PPO, as applicable, multiplied by (2) the net output, in kWhs, provided to the Company's distribution system by the retail customer in each such hour, less (B) the summation, over all hours in the monthly billing period during which there is a net supply of electric power and energy provided by the Company to the retail customer, of (1) the sum, in \$/kWh, of the applicable (a) HEC for each such hour, (b) PJM Services Charge, (c) Miscellaneous Procurement Components Charge, and (d) HPEA, multiplied by (2) the net kWhs supplied by the Company to the retail customer in each such hour. To the extent that the monetary supply adjustment computed in accordance with the provisions of this paragraph results in a credit for the retail customer, such monetary supply credit is allowed to accrue during the course of the current annual period. To the extent that the monetary supply adjustment computed in accordance with the provisions of this paragraph results in a debit owed by the retail customer, the Company assesses charges for the provision of electric power and energy supply for which the retail customer is responsible, as applicable. However, any such assessed charges are offset, to the extent applicable, by any net monetary supply credits applicable to the retail customer that have accrued during previous monthly billing periods in the current annual period. Accrued monetary supply credits offset supply charges, on a 1:1 basis, assessed to the retail customer for net electric power and energy supplied by the Company to the retail customer during such current annual period. Monetary supply credits applicable to the retail customer expire at the earliest of (i) the end of the current annual period, (ii) the date on which electric power and energy supply service provided by the Company to the retail customer under (a) Rate BESH or (b) Rate RDS with Rider PPO is terminated, or (iii) the date on which the retail customer terminates service under this rider. The provisions of this paragraph apply to the retail customer in lieu of having the provisions of the Hourly Energy Charges, PJM Services Charge, Miscellaneous Procurement Components Charge, and Hourly Purchased Electricity Adjustment Factor subsections of the Monthly Charges section of Rate BESH, or the Hourly Energy Charges, PJM Services Charge, Miscellaneous Procurement Components Charge, and Hourly Purchased Electricity Adjustment Factor subsections of the Charges section of Rider PPO, as applicable, apply to the retail customer.

(Continued on Sheet No. 300)

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**RIDER POGNM
PARALLEL OPERATION OF RETAIL CUSTOMER GENERATING FACILITIES WITH NET METERING**

(Continued from Sheet No. 299)

CREDITS AND COMPENSATION (CONTINUED).

For a retail customer served hereunder with an NM2 or NM4 classification, as described in the Service Classifications section of this rider, a monetary delivery adjustment, in dollars rounded to the cent, is determined for each monthly billing period. The monetary delivery adjustment is equal to (A) the summation, over all hours in the monthly billing period during which there is a net output delivered from the retail customer's electric generating facilities to the Company's distribution system, of (1) the distribution facilities charge applicable to the retail customer, in \$/kWh, as such charge is described in the Monthly Charges section of Rate BESH or in the Monthly Charges section of the Rates and Charges part of Rate RDS, as applicable, multiplied by (2) the net output, in kWhs, delivered to the Company's distribution system by the retail customer in each such hour, less (B) the summation, over all hours in the monthly billing period during which there is a net delivery of kWhs by the Company to the retail customer, of (1) the distribution facilities charge applicable to the retail customer, in \$/kWh, multiplied by (2) the net kWhs delivered by the Company to the retail customer in each such hour. To the extent that the monetary delivery adjustment computed in accordance with the provisions of this paragraph results in a credit for the retail customer, such monetary delivery credit is allowed to accrue during the course of the current annual period. To the extent that the monetary delivery adjustment computed in accordance with the provisions of this paragraph results in a debit owed by the retail customer, the Company assesses charges for the provision of electric power and energy delivery service for which the retail customer is responsible, as applicable. However, any such assessed charges are offset, to the extent applicable, by any net monetary delivery credits applicable to the retail customer that have accrued during previous monthly billing periods in the current annual period. Accrued monetary delivery credits offset delivery charges, on a 1:1 basis, assessed to the retail customer for net delivery service provided to the retail customer by the Company in subsequent monthly billing periods during such current annual period. Such monetary delivery credits are applied only in the event that the relevant distribution facilities charge is applicable to kWhs delivered to the retail customer during the monthly billing period. Accrued monetary delivery credits expire at the earlier of the (a) end of the current annual period or (b) date that the retail customer terminates service under this rider. The provisions of this paragraph apply to the retail customer in lieu of having the relevant provisions for the computation of the \$/kWh based distribution facilities charge in the Monthly Charges section of Rate BESH or the Monthly Charges section of the Rates and Charges part of Rate RDS, as applicable, apply to the retail customer.

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**RIDER POGNM
PARALLEL OPERATION OF RETAIL CUSTOMER GENERATING FACILITIES WITH NET METERING**

(Continued from Sheet No. 300)

CREDITS AND COMPENSATION (CONTINUED).

A retail customer served hereunder with an NM5 classification, as described in the Service Classifications section of this rider, is provided monetary compensation, in dollars rounded to the cent, by the Company for the net output provided to the Company by the retail customer during the monthly billing period. In the event that there is no net output during the monthly billing period, then no monetary compensation is provided by the Company to the retail customer for such monthly billing period. In the event that there is net output during a monthly billing period in the Summer Period, the monetary compensation is determined by multiplying (a) the net output, in kWhs, provided to the Company by the retail customer during such monthly billing period, by (b) the \$/kWh non time of use fixed price compensation value for the Summer Period provided in Rider POG. In the event that there is net output during a monthly billing period in the Nonsummer Period, the monetary compensation is determined by multiplying (a) the net output, in kWhs, provided to the Company by the retail customer during such monthly billing period, by (b) the \$/kWh non time of use fixed price compensation value for the Nonsummer Period provided in Rider POG. The monetary compensation is shown as a separate line item credit on the retail customer's monthly bill for electric service.

A retail customer served hereunder with an NM6 classification, as described in the Service Classifications section of this rider is provided a monetary compensation, in dollars rounded to the cent, by the Company for the net output provided to the Company by the retail customer during each hour in the monthly billing period, as applicable. The monetary compensation is equal to (A) the summation, over all hours in the monthly billing period during which there is net output from the retail customer's electric generating facilities to the Company's distribution system, of (1) the sum, in \$/kWh, of the (a) HEC for each such hour, (b) PJM Services Charge, (c) Miscellaneous Procurement Components Charge, and (d) HPEA, as each such charge or factor is described in the Monthly Charges section of Rate BESH or the Charges section of Rider PPO, as applicable, multiplied by (2) the net output, in kWhs, provided to the Company's distribution system by the retail customer in each such hour, less (B) the summation, over all hours in the monthly billing period during which there is a net supply of electric power and energy provided by the Company to the retail customer, of (1) the sum, in \$/kWh, of the applicable (a) HEC for each such hour, (b) PJM Services Charge, (c) Miscellaneous Procurement Components Charge, and (d) HPEA, multiplied by (2) the net kWhs, supplied by the Company to the retail customer in each such hour. To the extent that the monetary compensation computed in accordance with the previous provisions of this paragraph results in a credit for the retail customer, such monetary compensation is shown as a separate line item credit on the retail customer's monthly bill for electric service. To the extent that the monetary compensation computed in accordance with the previous provisions of this paragraph results in a debit owed by the retail customer, the Company assesses charges for the provision of electric power and energy supply for which the retail customer is responsible, as applicable. The provisions of this paragraph apply to the retail customer in lieu of having the provisions of the Hourly Energy Charges, PJM Services Charge, Miscellaneous Procurement Components Charge, and Hourly Purchased Electricity Adjustment Factor subsections of the Monthly Charges section of Rate BESH, or the Hourly Energy Charges, PJM Services Charge, Miscellaneous Procurement Components Charge, and Hourly Purchased Electricity Adjustment Factor subsections of the Charges section of Rider PPO, as applicable, apply to the retail customer.

(Continued on Sheet No. 302)

RIDER POGNM
PARALLEL OPERATION OF RETAIL CUSTOMER GENERATING FACILITIES WITH NET METERING

(Continued from Sheet No. 301)

CREDITS AND COMPENSATION (CONTINUED).

A retail customer served hereunder with an NM7 classification, as described in the Service Classifications section of this rider is provided no credit or compensation by the Company.

METER-RELATED FACILITIES.

A net metering installation is equipped with meter-related facilities that are able to measure or determine the net amount of (a) the electricity entering the retail customer's premises from the Company's distribution system, and (b) the electricity entering the Company's distribution system from the retail customer's premises.

For a situation in which net metering is provided to a retail customer with an NM1 or NM3 classification, the net metering installation provided must be able to measure or determine the net amount of electricity that is provided to such retail customer or received from such retail customer, as applicable, during the monthly billing period.

For a situation in which net metering is provided to a retail customer with an NM5 classification, or to a retail customer with an NM7 classification and such retail customer is provided with electric power and energy supply by a RES at a price that does not vary on a time of use basis during the monthly billing period, the net metering installation provided must be able to measure or determine the net amount of electricity that is provided to such retail customer or received from such retail customer, as applicable, during the monthly billing period. Such net metering installation must also be able to measure or determine the gross amount of electricity delivered to the retail customer's premises during the monthly billing period.

For a situation in which net metering is provided to the retail customer with an NM2 or NM4 classification, the net metering installation provided must be able to measure or determine the net amount of electricity that is provided to such retail customer or received from such retail customer, as applicable, during each half hour in the monthly billing period.

For a situation in which net metering is provided to the retail customer with an NM6 classification, or to a retail customer with an NM7 classification and such retail customer is provided with electric power and energy supply by a RES at a price that varies on a time of use basis during the monthly billing period, the net metering installation provided must be able to measure or determine the net amount of electricity that is provided to such retail customer or received from such retail customer, as applicable, during each half hour in the monthly billing period. Such net metering facilities must also be able to measure or determine the gross amount of electricity delivered to the retail customer's premises during each half hour in the monthly billing period.

(Continued on Sheet No. 303)

**RIDER POGNM
PARALLEL OPERATION OF RETAIL CUSTOMER GENERATING FACILITIES WITH NET METERING**

(Continued from Sheet No. 302)

METER-RELATED FACILITIES (CONTINUED).

For a situation in which net metering is provided to a retail customer with an NM1 or NM2 classification, the Company provides the initial net metering installation at the Company's expense. Any subsequent metering installation requested or required by the retail customer is provided in accordance with the provisions of Rider NS - Nonstandard Services and Facilities (Rider NS) and Rider ML - Meter-Related Facilities Lease (Rider ML), as applicable.

For a situation in which net metering is provided to a retail customer with an NM5 or NM6 classification, the Company provides net metering installations in accordance with the provisions of Rider NS and Rider ML, as applicable.

For a situation in which net metering is provided to a retail customer with an NM3, NM4, or NM7 classification and the Company is requested or required to provide such net metering installation, such net metering installation and any subsequent changes to such net metering installation are provided at the retail customer's premises by the Company and charged to the RES in accordance with the provisions of the Meter-Related Charges section of the Rates and Charges part of Rate RESS, Rider NS, and Rider ML, as applicable.

DISTRIBUTION FACILITIES.

A retail customer served hereunder must install equipment for safety and the prevention of interference to other retail customers in accordance with Company specifications. Such equipment must include, but is not limited to, a disconnect device to which the Company has access and which the Company can lock in an open position to disconnect, for safety reasons, such retail customer's electric generating facility from the Company's distribution system. Notwithstanding the previous provisions of this paragraph, for a situation in which the Company provides any of the aforementioned equipment, such equipment is provided in accordance with the provisions of Rider NS.

A retail customer served hereunder must reimburse the Company for any operating and maintenance expenses the Company incurs as a result of the connection of such retail customer's electric generating facility to the Company's distribution system. Such reimbursement is made in accordance with the provisions of Rider NS.

(Continued on Sheet No. 304)

**RIDER POGNM
PARALLEL OPERATION OF RETAIL CUSTOMER GENERATING FACILITIES WITH NET METERING**

(Continued from Sheet No. 303)

TERM OF SERVICE.

A retail customer taking service hereunder must enter into a written contract with the Company incorporating the provisions of this rider and the applicable provisions of 83 Illinois Administrative Code.

A retail customer taking service hereunder must do so for a period defined herein as the annual period. An annual period is the period of twelve (12) consecutive monthly billing periods that expire at the end of either the retail customer's (a) April monthly billing period or (b) October monthly billing period, as elected by the retail customer. The annual period automatically renews at the expiration of the previous annual period unless the Company is notified in writing at least thirty (30) calendar days prior to the expiration of the annual period that the provision of net metering to the retail customer is to be terminated at the expiration of the annual period. Notwithstanding the previous provisions of this paragraph, the initial annual period begins when the retail customer commences service hereunder and may include fewer than twelve (12) consecutive monthly billing periods.

In the event that a retail customer taking service hereunder elects to have the provision of net metering terminated, such retail customer is responsible for notifying the Company or ensuring that its RES notifies the Company, as applicable, that the provision of net metering to such retail customer is terminating. Such notification must be received by the Company at least thirty (30) calendar days prior to the termination of the provision of net metering.

As long as a retail customer (a) has electric generating facilities that are interconnected with the Company's distribution system and operating in parallel with such distribution system, and (b) is provided with net metering, service under this rider applies to such retail customer.

(Continued on Sheet No. 305)

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**RIDER POGNM
PARALLEL OPERATION OF RETAIL CUSTOMER GENERATING FACILITIES WITH NET METERING**

(Continued from Sheet No. 304)

MISCELLANEOUS GENERAL PROVISIONS.

A retail customer served hereunder may be disconnected by the Company from the Company's distribution system whenever, in the sole opinion of the Company, such action is required by an emergency, for reasons of safety, or due to interference with electric service to other retail customers. A retail customer served hereunder is also subject to the Company's reasonable requirements with respect to the retail customer's electric generating facilities' output voltage level and production of reactive power.

A retail customer served hereunder must indemnify the Company and the Company's other retail customers against any liability for personal injury or property damage arising from or created by the interconnection or operation of such retail customer's electric generating facility. Such retail customer must also indemnify the Company against any and all loss resulting from electric power and energy demands established by such retail customer in excess of the capacity of the Company's distribution facilities furnished in accordance with the provisions of the contract under which the Company provides electric service to such retail customer.

Each year, on or before April 1, the Company must file a report with the Manager of the Energy Division of the Illinois Commerce Commission (ICC) Staff, as required by Section 16-107.5 of the Act. Such report must include all information required under such Section 16-107.5, including but not limited to, (a) the total peak kW supplied by the Company to retail customers during the previous calendar year, (b) the number of retail customers taking service hereunder for which net metering is provided and the Company provides electric power and energy supply service and the total rated capacity of the generating facilities of such retail customers, and (c) the Company's position with respect to restricting the provision of net metering by the Company with respect to retail customers for which it provides electric power and energy supply service in accordance with Section 16-107.5(j) of the Act.

Service hereunder is subject to the provisions of 83 Illinois Administrative Code Part 465 and Part 466 and any Company requirements necessary to comply with and implement such provisions. The Company and the retail customer may, by contract, modify any of the provisions contained in this rider consistent with regulations of the ICC.

Except as explicitly specified in this rider, all other provisions of the applicable tariff or tariffs apply.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER QSW
QUALIFIED SOLID WASTE ENERGY FACILITY PURCHASES**

Applicable to Rates BESH and RDS

APPLICABILITY.

This rider is applicable to a retail customer (a) with a Qualified Solid Waste Energy Facility (Facility), with such Facility meeting the qualifications described in Section 8-403.1 of the Public Utilities Act (Act) and 83 Illinois Administrative Code Part 445, as determined by the Illinois Commerce Commission (ICC); and (b) that is in compliance with the provisions of the Sworn Statement Requirement section and the Term of Contract section of this rider.

This rider is available only to a retail customer to which the Self-Generating Customer Group is applicable.

SWORN STATEMENT REQUIREMENT.

A retail customer with a Facility that is not taking service under this rider is not entitled to receive payments hereunder until such retail customer submits a complete and valid Sworn Statement to the Company. Such initial Sworn Statement must be submitted to the Company no more than sixty (60) days prior to the date on which the retail customer's Facility first generates electric power and energy under this rider. Thereafter, each calendar year on or before the first business day in February, such retail customer must submit a complete and valid Sworn Statement to the Company in order to continue to receive payments in accordance with the Compensation section of this rider for electric power and energy generated by its Facility.

A Sworn Statement is a written declaration made by the retail customer while under oath that must be notarized. In such Sworn Statement the retail customer must affirm that the retail customer is the recipient of an order from the ICC finding that such retail customer's Facility qualifies as a Qualified Solid Waste Energy Facility under the terms of Section 8-403.1 of the Act and 83 Illinois Administrative Code Part 445, and that the retail customer and its Facility are in compliance in all material respects with (a) any and all requirements of such order; (b) all Illinois statutes and administrative rules applicable to the Facility and the maintenance of such Facility's status as a Qualified Solid Waste Energy Facility; and (c) all Federal and Illinois statutes and administrative rules applicable to the Facility and the maintenance of such Facility's status as a Qualifying Facility, as that term is defined in 83 Illinois Administrative Code Part 430. The Sworn Statement must include the title of the person signing such Sworn Statement, and it must include a declaration that such person is duly authorized to make the affirmations contained in the Sworn Statement. The Sworn Statement must include the retail customer's current address provided for purposes of notifications.

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**RIDER QSW
QUALIFIED SOLID WASTE ENERGY FACILITY PURCHASES**

(Continued from Sheet No. 306)

SWORN STATEMENT REQUIREMENT (CONTINUED).

If the retail customer is a corporation, the Sworn Statement must be signed by a duly authorized officer or director of the corporation. If the retail customer is a partnership, the Sworn Statement must be signed by a general partner who is a natural person or by a duly authorized officer or director of a corporate managing or general partner, as applicable. If the retail customer is a natural person, the Sworn Statement must be signed by the retail customer. If the retail customer is not a natural person, corporation, or partnership, the Sworn Statement must be signed by a similarly situated individual in the organization.

A Sworn Statement must be submitted to the Company at the Company's address provided for purposes of notifications in the contract for service hereunder and delivered via private courier or mailed via United States First Class Mail, Priority Mail or Express Mail. A Sworn Statement is not considered submitted until the Company actually receives it.

COMPENSATION.

For a retail customer taking service hereunder, a monthly compensation payment is made by the Company on or before the due date of the bill issued to the retail customer for electric service, if any, provided by the Company to such retail customer in such monthly billing period. The monthly compensation payment equals (a) the Estimated Compensation Rate, as defined in this Compensation section, multiplied by (b) the electric power and energy purchased by the Company from the retail customer hereunder during the monthly billing period. Notwithstanding the previous provisions of this paragraph, for a situation in which a greater monthly compensation payment would be determined if the applicable rates provided in Rider POG - Parallel Operation of Retail Customer Generating Facilities (Rider POG) were used in place of the Estimated Compensation Rate, such rates in Rider POG are used instead of the Estimated Compensation Rate to compute such monthly compensation payment.

Within three (3) monthly billing periods after the close of the retail customer's Billing Year, as defined in this Compensation section, the Company submits a complete reconciliation statement to the retail customer at the address provided in the most recent Sworn Statement for purposes of notifications. Such reconciliation statement includes (a) the summation of the monthly compensation payments made by the Company to the retail customer in such Billing Year, and (b) an amount equal to (1) the Actual Compensation Rate, as defined in this Compensation section, multiplied by (2) the electric power and energy purchased by the Company from the retail customer hereunder during such Billing Year. If the amount described in (b) is greater than the amount described in (a), the Company makes a reconciliation compensation payment to the retail customer in an amount equal to the difference between (b) and (a). Such reconciliation compensation payment is included with the reconciliation statement submitted to the retail customer. If the amount described in (b) is less than the amount described in (a), the retail customer makes a reconciliation refund payment to the Company in an amount equal to the difference between (a) and (b). Such reconciliation compensation refund is due to the Company within thirty (30) days after the retail customer receives the reconciliation statement, however, at the request of such retail customer for good cause, the Company, at its discretion, may grant other terms with respect to such refund. Such other terms may include, but are not limited to, provisions for such retail customer to make an appropriate refund to the Company within a period of more than thirty (30) days provided such period extends no more than twelve (12) months. If the Company grants such other terms with respect to such refund, the Company must notify the ICC Staff Director of Energy by providing a written copy of such other terms within thirty (30) days of granting such other terms.

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(Continued from Sheet No. 307)

COMPENSATION (CONTINUED).

An Estimate is the average amount per kilowatt-hour (\$/kWh) paid by a Participating Unit, as defined in this Compensation section, to the Company for electric service provided to such Participating Unit in the most recent consecutive twelve (12) months. The Estimate is equal to the sum of (a) amounts paid to the Company by the Participating Unit for electric service provided to such Participating Unit's retail customer premises, excluding amounts paid for any such retail customer to which the Dusk to Dawn Lighting Delivery Class, the General Lighting Delivery Class, or the Fixture-Included Lighting Delivery Class is applicable; plus (b) amounts that would have been paid at otherwise applicable rates by such Participating Unit for electric service provided to such Participating Unit's retail customer premises at no charge, excluding amounts that would have been paid for any such retail customer to which the Dusk to Dawn Lighting Delivery Class, the General Lighting Delivery Class, or the Fixture-Included Lighting Delivery Class is applicable; divided by (c) the total number of kilowatt-hours (kWhs) delivered by the Company to the Participating Unit for the electric service included in (a) and (b). Without limiting the generality of the foregoing provisions of this paragraph, the amounts in (a) and (b) include all items used by the Company for billing, including but not limited to, customer charges, standard metering service charges, distribution facilities charges, supply charges, supply-related charges, and applicable tax additions.

The first Estimate for a Participating Unit is determined by the Company prior to the retail customer's first monthly billing period hereunder. The Company determines a subsequent Estimate each year for the Participating Unit. For a situation in which there is a change in the Company's base rates, the Estimate is adjusted, as appropriate, to reflect such change. The Estimate determined for electric service provided to the Participating Unit in the most recent consecutive twelve (12) months prior to the Billing Year, as defined in this Compensation section, is defined as the Estimated Compensation Rate, while the Estimate determined for electric service provided to the Participating Unit in the consecutive twelve (12) months concurrent with the Billing Year is defined as the Actual Compensation Rate. Notwithstanding the previous provisions of this paragraph, if more than one Facility is associated with a Participating Unit, as described in the definition of Participating Unit, the Company has the option to establish the same Estimate for all the retail customers associated with all such Facilities.

A Billing Year is a period of twelve (12) consecutive monthly billing periods. The retail customer's initial Billing Year commences when the retail customer begins to take service hereunder.

A Participating Unit is the unit or units of local government owning the Facility, or within which boundaries the retail customer's Facility is located. Notwithstanding the provisions of the previous sentence, for a situation in which a Facility is fueled by landfill-generated methane, the Participating Unit is the unit or units of local government within which boundaries the Facility is located. Unit of local government is as defined in Section 2 of the Local Solid Waste Disposal Act (415 ILCS 10/2).

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**RIDER QSW
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(Continued from Sheet No. 308)

COMPENSATION (CONTINUED).

In the event that the total electric power and energy purchase made by the Company pursuant to this rider is expected to result in monthly tax credits for the Company that exceed its tax obligations under the Public Utilities Revenue Act (35 ILCS 620), the retail customers served hereunder are paid the applicable compensation rate specified in this rider on a "first come, first served" basis determined from the date that each such retail customer obtained, and continues to hold, a valid development permit under Section 39 of the Illinois Environmental Protection Act (415 ILCS 5/39) for its Facility, and for a retail customer with a Facility other than one fueled by methane gas generated from landfills, a service agreement with a unit or units of local government. After all available tax credits are depleted, any remaining electric power and energy purchases made by the Company hereunder are compensated in accordance with the provisions of Rider POG.

If a retail customer that has been taking service under this rider does not submit a complete and valid Sworn Statement to the Company within fifteen (15) days of notification by the Company that such retail customer's Sworn Statement is past due, such retail customer is ineligible to receive compensation payments under this rider beginning from the date that the Sworn Statement became past due, which is the Company's second business day in February, through such time as the complete and valid Sworn Statement is received by the Company. If such retail customer's Facility generates electric power and energy during such period of ineligibility, the Company compensates such retail customer for such electric power and energy at the applicable rates provided in Rider POG, provided the retail customer is eligible to receive payment under Rider POG. If the retail customer is not eligible to receive payment under Rider POG, no compensation is paid during such period of ineligibility.

TERM OF CONTRACT.

In order to receive service hereunder, a retail customer must enter into a written contract with the Company, which incorporates but is not limited to the provisions of this rider. Such contract must include an address for the Company and an address for the retail customer for purposes of providing notifications. The term of such contract commences on the date that the Facility begins generating electric power and energy under this rider and has a duration of (a) not less than twenty (20) years, or (b) not less than ten (10) years if the retail customer's Facility is fueled by landfill-generated methane, or (c) not less than twenty (20) years if the retail customer's Facility is fueled by landfill-generated methane and owned by a forest preserve district.

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**RIDER QSW
QUALIFIED SOLID WASTE ENERGY FACILITY PURCHASES**

(Continued from Sheet No. 309)

MISCELLANEOUS GENERAL PROVISIONS.

The retail customer must indemnify the Company and its other retail customers against any liability for personal injury or property damage arising from or created by the interconnection or operation of such retail customer's Facility.

The Company may disconnect the retail customer's Facility from the Company's electric system whenever, in the sole opinion of the Company, such disconnection is required by an emergency, for reasons of safety or due to interference with service to other retail customers. Such Facility is also subject to the reasonable requirements of the Company and/or PJM Interconnection, L.L.C. (PJM) with respect to voltage level of output and the production of reactive power.

Except as explicitly specified in this rider, all other provisions of the applicable tariff or tariffs apply.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER PE
PURCHASED ELECTRICITY**

Applicable to Rate BES

APPLICABILITY.

This rider is applicable to retail customers taking service under Rate BES - Basic Electric Service (Rate BES).

PURPOSE.

Bundled electric service is the provision to the retail customer of electric power and energy by the Company. Such provision includes the procurement of all the component services the Company requires to meet retail customer instantaneous electric power and energy requirements at any given time under the Company's tariffs, applicable tariffs on file with the Federal Energy Regulatory Commission (FERC), and other applicable law, including, without limitation, all required electric energy, energy to satisfy losses, electric generation capacity, volumetric risk management, transmission services, ancillary transmission services, renewable energy resources, administrative services, and other necessary services procured by the Company. Under this rider, the Company "recover[s] its costs of procuring power and energy" pursuant to Section 16-111.5 of the Public Utilities Act (Act). In particular, this rider provides for the recovery of the Company's "costs of procuring power that are incurred pursuant to the [Illinois Commerce] Commission-approved procurement plan" through a "formula rate or charge" "with no mark-up or return on the price paid by the [Company] for that supply, plus any just and reasonable costs that the [Company] incurs in arranging and providing for the supply of electric power and energy." Moreover, in accordance with such Section 16-111.5, "[The Company] shall recover through [this rider] all reasonable costs incurred to implement or comply with any procurement plan that is developed and put into effect pursuant to Section 1-75 of the Illinois Power Agency Act and this Section [16-111.5], including any fees assessed by the Illinois Power Agency, costs associated with load balancing, and contingency plan costs." This rider also recognizes that the Illinois Commerce Commission (ICC) may determine the reasonableness of the Company's costs of arranging and providing for supply in periodic review proceedings and expressly provides for the adjustments that may result from such proceedings. Costs incurred by the Company related to procurement activities that are contrary to or inconsistent with the procurement plan approved by the ICC are not recoverable under this rider unless such costs are independently found by the ICC to be prudently incurred.

Other purposes of this rider are to set forth the Company's obligations with respect to (a) the planning process associated with procurement plans in accordance with Section 16-111.5(d)(1) of the Act; (b) the contingency procurement of electric power and energy in accordance with Sections 16-111.5(e)(5)(i) and 16-111.5(e)(5)(iii) of the Act; and (c) the mechanisms employed to ensure that the Company does not over or under recover the costs it incurs in procuring electric power and energy for retail customers taking service under the tariff to which this rider is applicable.

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**RIDER PE
PURCHASED ELECTRICITY**

(Continued from Sheet No. 311)

DEFINITIONS.

Definitions of terms used in this rider are provided in the Definitions part of the General Terms and Conditions of the Company's Schedule of Rates.

PLANNING PROCESS OBLIGATIONS.

Each year by July 15 or such other date as may be required by the ICC or the Illinois Power Agency (IPA), the Company must provide a range of electric load forecasts to the IPA. Such load forecasts must be for the five (5) year planning period for the next procurement plan developed in accordance with Section 16-111.5 of the Act and must include three (3) separate sets of hourly data, with the first set representative of a high load scenario, the second set representative of a low load scenario, and the third set representative of an expected load scenario. Such load forecasts are determined for only those retail customers expected to be taking service under Rate BES during such five (5) year planning period. Such load forecasts account for losses on the distribution system located in the Company's service territory. Such load forecasts also account for losses on the transmission system located in the Company's service territory. Along with the provision of such load forecasts, the Company must submit to the IPA the supporting data and assumptions it used to develop each forecast and electric load scenario.

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**RIDER PE
PURCHASED ELECTRICITY**

(Continued from Sheet No. 312)

PROCUREMENT OBLIGATIONS.

For retail customers taking bundled electric service under Rate BES, the Company is obligated to procure all the component services the Company requires to meet retail customer instantaneous electric power and energy requirements at any given time under the Company's tariffs, applicable tariffs on file with the FERC, and other applicable law, including, without limitation, all required electric energy, energy to satisfy losses, electric generation capacity, volumetric risk management, transmission services, ancillary transmission services, renewable energy resources, administrative services, and other necessary services procured by the Company. Such obligations are met by the Company through contractual arrangements and purchases in the PJM Interconnection L.L.C., or its successor (PJM) administered markets or wholesale electricity markets, as applicable.

IPA Contracts

The Company must enter into binding contractual arrangements with the winning suppliers selected at the conclusion of a procurement event for the procurement of electric power and energy in accordance with a procurement plan developed pursuant to Section 16-111.5 of the Act. Such contractual arrangements are herein designated as IPA Contracts. The Company must enter into such IPA Contracts within three (3) business days after the ICC approves the results of such procurement event. Such IPA Contracts are for the provision of "standard wholesale products" that, in accordance with the provisions of Section 16-111.5(b)(3)(iii), may be executed "separately or in combination to meet that portion of [the Company's] load requirements not met through preexisting contracts, including but not limited to monthly 5 x 16 peak period block energy, monthly off-peak wrap energy, monthly 7 x 24 energy, annual 5 x 16 energy, annual off-peak wrap energy, annual 7 x 24 energy, monthly capacity, annual capacity, peak load capacity obligations, capacity purchase plan, and ancillary services."

Load Balancing

The Company must procure electric load balancing services during the procurement period in accordance with the procedure for balancing load contained in the applicable procurement plan approved by the ICC. In accordance with Section 16-111.5(b)(4) of the Act, such plan includes "the process for (i) hourly balancing of supply and demand and (ii) the criteria for portfolio rebalancing in the event of significant shifts in load."

(Continued on Sheet No. 314)

**RIDER PE
PURCHASED ELECTRICITY**

(Continued from Sheet No. 313)

PROCUREMENT OBLIGATIONS (CONTINUED).

Preexisting Contracts - Supplier Forward Contracts

The Company must procure full requirements electric supply under Supplier Forward Contracts (SFCs). SFCs are contracts effective prior to August 28, 2007, under which the Company procures, from suppliers on a wholesale basis subsequent to December 31, 2006, full requirements electric supply that it requires for retail customers taking service under bundled electric service tariffs that do not have provisions for hourly pricing. SFCs are subject to the jurisdiction of the FERC. Each SFC includes provisions regarding the obligations of the Company and the supplier; procedures and rules pertaining to the operational aspects of the provision of full requirements electric supply; credit requirements; payment terms; and details pertaining to the administration of the contract. Each SFC obligates the supplier thereunder to provide to the Company firm, full requirements electric supply, in each hour, and delivered to the Company's electric system as described in such SFC, sufficient to meet a specified percentage share of the full requirements electric supply required by the Company, in each such hour, for applicable retail customers. Suppliers assume all volumetric risk associated with the full requirements electric supply required by the Company to serve such retail customers, including any risk associated with customer switching to or away from any applicable Company tariffed service. Each SFC has provisions regarding payments to the applicable supplier. The Company makes payments to such supplier. The unit payment price is adjusted for seasonality as provided in such SFC. SFCs pertaining to 33.453237% and 33.453237% of the full requirements electric supply that the Company requires for retail customers reflected in the CPP Blended Segment of the CPP Group of the Fixed Price Section of the Illinois Auction conducted in 2006 expire at 11:00 P.M. Central Prevailing Time (CPT) on May 31, 2009 and May 31, 2010, respectively. SFCs are preexisting contracts, and the costs of procuring electric supply incurred by the Company pursuant to SFCs are "deemed to have been prudently incurred" in accordance with Section 16-111.5(l) of the Act.

As procured under such SFCs, full requirements electric supply means all the component services the Company requires to meet retail customer instantaneous electric power and energy requirements at any given time under the Company's tariffs, as applicable, applicable tariffs on file with the FERC, and other applicable law. Such components include, without limitation, all required electric energy, including energy required to satisfy losses, electric generation capacity, and volumetric risk management. Providing or supplying full requirements electric supply to the Company also includes the responsibility to arrange for, acquire, and pay for those transmission services and ancillary transmission services specified in the applicable SFC, in each case in accordance with the SFC and the applicable tariffs on file with the FERC.

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**RIDER PE
PURCHASED ELECTRICITY**

(Continued from Sheet No. 314)

PROCUREMENT OBLIGATIONS (CONTINUED).

Preexisting Contracts - Financial Swap Contracts

The Company must be a party to one or more multiple year financial swap contracts that became effective on August 28, 2007, in accordance with the provisions of Section 16-111.5(k) of the Act. Such contracts must be for terms that do not exceed five (5) years and for electric loads that, in aggregate, do not exceed three thousand megawatts (3,000 MW) for any hour of the year. Such contracts are financial contracts and are not energy sales contracts. Such contracts must be executed as transactions under a negotiated master agreement based on the form of master agreement for financial swap contracts sponsored by the International Swaps and Derivatives Association, Inc., or its successor. Financial swap contracts are preexisting contracts, and the costs incurred by the Company pursuant to such financial swap contracts are "deemed prudently incurred" in accordance with Section 16-111.5(k) of the Act.

Renewable Energy Resources Procurement

The Company must procure renewable energy resources in accordance with Section 1-75(c) of the IPA Act, enacted in Illinois Public Act 95-0481, and the applicable procurement plan approved by the ICC. As defined in Section 1-10 of the IPA Act, renewable energy resources include energy and its associated renewable energy credit or renewable energy credits from wind, solar thermal energy, photovoltaic cells and panels, biodiesel, crops and untreated and unadulterated organic waste biomass, trees and tree trimmings, hydropower that does not involve new construction or significant expansion of hydropower dams, landfill gas produced in Illinois, and other alternative sources of environmentally preferable energy. Renewable energy resources does not include the incineration, burning, or heating of tires, garbage, general household, institutional, and commercial waste, industrial lunchroom or office waste, landscape waste other than trees and tree trimmings, railroad cross ties, utility poles, and construction or demolition debris, other than untreated and unadulterated waste wood.

Residual Procurement

The Company must procure electric power and energy component services the Company requires to meet retail customer instantaneous electric power and energy requirements at any given time that are not procured through contractual arrangements or mechanisms previously described in this Procurement Obligations section. The Company must also procure, or arrange for the procurement on behalf of retail customers, such transmission services and ancillary transmission services not otherwise provided that are required to serve such retail customers. The Company makes such procurements in PJM-administered markets and/or in accordance with tariffs on file with the FERC. Notwithstanding the previous provisions of this paragraph, if any such component service that must be procured by the Company is not available in PJM-administered markets, the Company purchases any such component service in the wholesale electricity market. The Company must also pay such other charges under tariffs regulated by the FERC as may be applicable to the Company by virtue of the fact that the Company provides electric service to retail customers.

Nothing in this Procurement Obligations section relieves the Company of any otherwise applicable obligation under law to prudently administer any contractual arrangements into which it enters in accordance with this Procurement Obligations section.

(Continued on Sheet No. 316)

**RIDER PE
PURCHASED ELECTRICITY**

(Continued from Sheet No. 315)

CONTINGENCY OBLIGATIONS.

In the event that a supplier commits or is subject to an event of default under an executed SFC and the Company issues to the supplier a notice of termination of such SFC based on such event of default, the Company needs to procure the portion of its full requirements electric supply requirements to which such SFC was applicable by means of an alternative wholesale market competitive procurement process. For situations in which the remaining term for the procurement of any part of such portion (the defaulted part) is one hundred, twenty (120) calendar days or less, the Company procures such defaulted part through purchases in the PJM-administered markets for the remaining term of such defaulted part. For situations in which the remaining term for the procurement of any defaulted part is more than one hundred, twenty (120) calendar days, a Solicitation for Replacement Procurement (SRP) is issued for the procurement of such defaulted part.

If an SRP is required, eligible bidders are requested to submit binding offers to provide full requirements electric supply to be procured by the Company for the defaulted part for its remaining term. The SRP employs sealed bids submitted in a single-round process. Due to the nature of such process, there is no maximum boundary level with respect to the provision of full requirements electric supply imposed on the eligible bidders in this process. The procurement administrator, as described in the IPA Act and Section 16-111.5 of the Act, oversees and administers the process. Such process addresses the eligibility criteria, bid preparation and submittal, evaluation, and other applicable items. The procurement administrator contacts bidders, evaluates all offers and selects the offers with the lowest priced bids, in succession, until such offers include the provision of full requirements electric supply in an amount equal to the defaulted part. In addition, the procurement administrator reports the results of the process to the Company and the ICC.

If an SRP is required, the Company procures full requirements electric supply for the defaulted part from the PJM-administered markets beginning at the time that the SFC previously applicable to the defaulted part is terminated and continuing until full requirements electric supply in an amount equal to the defaulted part is procured under the terms of SFCs executed as a result of the SRP process described in this Contingency Obligations section. Notwithstanding the provisions of the previous sentence, if any component of such defaulted part is not available in PJM-administered markets, the Company purchases any such component in the wholesale electricity market.

Pursuant to the provisions of Section 16-111.5(e)(5)(i), in the event of default by a supplier with which the Company entered into an IPA Contract in accordance with the provisions of the Procurement Obligations section of this rider, the Company reviews such contract to determine (a) the amount of electric power and energy such supplier was contracted to supply, and (b) the number of days remaining in the term of the contract. If the result of the default is the termination of the contract, the amount of electric power and energy the defaulting supplier was contracted to supply is at least two hundred megawatts (200 MWs), and more than sixty (60) calendar days would have otherwise remained in the contract term, then the Company must immediately notify the IPA that a request for proposals must be issued for the procurement of electric power and energy to replace the electric power and energy such defaulting supplier was contracted to supply. Otherwise, if the result of the default is the termination of the contract, then the Company procures electric power and energy to replace the electric power and energy such defaulting supplier was contracted to supply in PJM-administered markets. Notwithstanding the provisions of the previous sentence, if any component of such replacement electric power and energy is not available in PJM-administered markets, the Company purchases any such component in the wholesale electricity market.

(Continued on Sheet No. 317)

**RIDER PE
PURCHASED ELECTRICITY**

(Continued from Sheet No. 316)

CONTINGENCY OBLIGATIONS (CONTINUED).

Pursuant to the provisions of Section 16-111.5(e)(5)(iii), in any case in which there is insufficient electric power and energy procured under contracts awarded through the procurement process to fully meet the Company's electric load requirement identified in the procurement plan, the Company procures the necessary electric power and energy to make up for such insufficiency in PJM-administered markets. Notwithstanding the provisions of the previous sentence, if any component of the electric power and energy that must be procured by the Company to make up for such insufficiency is not available in PJM-administered markets, the Company purchases any such component in the wholesale electricity market.

Nothing in this Contingency Obligations section relieves the Company of any otherwise applicable obligation under law to prudently administer any contractual arrangements into which it enters in accordance with this Contingency Obligations section or to prudently purchase electric power and energy components in response to a contingency as required in this Contingency Obligations section.

PURCHASED ELECTRICITY PRICE.

For the purpose of developing Retail Purchased Electricity Charges, as described in the Retail Purchased Electricity Charges section of this rider, that allow the Company to recover the costs it incurs in procuring certain component services the Company is required to procure and requires to meet retail customer instantaneous electric power and energy requirements at any given time under the Company's tariffs, applicable tariffs on file with the FERC, and other applicable law, the Company determines four Purchased Electricity Prices (PEPs). Specifically, the four PEPs are (1) the Summer Peak PEP, (2) the Summer Off-Peak PEP, (3) the Nonsummer Peak PEP, and (4) the Nonsummer Off-Peak PEP. Each PEP is equal to the load weighted average time of use unit cost, in dollars per megawatt-hour (\$/MWh), for all such component services pertaining to the corresponding monthly billing periods for which Retail Purchased Electricity Charges are being determined. Costs included in the PEPs include (a) applicable costs incurred by the Company in meeting its obligations in accordance with the Procurement Obligations section of this rider; (b) costs incurred by the Company in arranging and providing for the supply of electric power and energy in accordance with the Procurement Obligations section of this rider, including costs to meet collateral requirements or other forms of security requirements incurred by the Company solely as a result of its procurement activities pursuant to the procurement plan approved by the ICC, with such costs reflecting credit activities that have been previously reviewed by Company representatives with personnel from the Finance Department of the ICC Staff in accordance with the provisions of the Miscellaneous General Provisions section of this rider; and (c) costs incurred by the Company in relation to the development, approval, or implementation of or compliance with any preexisting contract or any procurement plan that is put into effect pursuant to Section 1-75 of the IPA Act and Section 16-111.5 of the Act, including any fees assessed by the IPA, and including attorney, consultant, and expert witness fees. The Company's internal administrative and operational costs solely arising from meeting the obligations set forth in the Procurement Obligations section of this rider are included in the PEPs and are subject to adjustment to the extent that they are found to be unreasonable in the annual proceeding described in the Miscellaneous General Provisions section of this rider. To the extent that the ICC orders such an adjustment, any associated over or under collections are refunded or collected, as applicable, through the Adjustment (A) component of the Purchased Electricity Adjustment (PEA) Factor in accordance with the provisions of the Purchased Electricity Adjustment Factor section of this rider. In accordance with Section 16-111.5(l) of the Act, the Company recovers "the costs incurred by the [Company] in procuring a supply of electric power and energy for the applicable customer classes with no mark-up or return on the price paid by the [Company] for that supply."

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**RIDER PE
PURCHASED ELECTRICITY**

(Continued from Sheet No. 317)

PURCHASED ELECTRICITY PRICE (CONTINUED).

Costs incurred by the Company to procure certain services from PJM, including but not limited to, Network Integration Transmission Service (NITS) and PJM-associated expenses, are not included in the development of the PEPs. Instead, such costs are included in the development of the PJM Services Price (PSP), as described in the PJM Services Price section of this rider.

Generally, the aforementioned PEPs are expected to be determined on an annual basis and used to determine Retail Purchased Electricity Charges for a period that extends from the beginning of a June monthly billing period through the end of the following May monthly billing period corresponding to a given PJM Planning Year. However, the PEPs must be recomputed each time the ICC approves the results of a procurement event. In addition, the PEPs may be recomputed at such time that FERC-approved or accepted changes in charges related to costs identified for inclusion in the PEPs become effective.

PJM SERVICES PRICE.

For the purpose of developing the Retail PJM Services Charge as described in the Retail PJM Services Charge section of this rider that allows the Company to recover the costs it incurs in procuring certain services from PJM, including but not limited to, NITS and other PJM-associated expenses that are not included in the development of the PEPs, with such costs incurred in accordance with applicable tariffs on file with the FERC, and other applicable law, the Company determines a PSP. The PSP is equal to the expected average unit cost, in \$/MWh, for all applicable PJM component services expected to be required for the applicable PJM Planning Year. The PSP is developed using the electricity usage expected to be provided to retail customers taking service under Rate BES for a period of twelve (12) monthly billing periods extending from the start of a June monthly billing period and extending through the following May monthly billing period, corresponding to such PJM Planning Year. Costs included in the determination of the PSP are calculated based on the same prices, terms, and conditions as set forth in applicable rates on file with the FERC. The Company is not allowed to mark-up or include a return on such costs.

(Continued on Sheet No. 319)

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**RIDER PE
PURCHASED ELECTRICITY**

(Continued from Sheet No. 318)

PJM SERVICES PRICE (CONTINUED).

An amount equal to (a) the cumulative debit or credit balance resulting from the application of the applicable Transmission Services Charge (TSC) in accordance with the then effective Rider TS-CPP - Transmission Services (Competitive Procurement Process) (Rider TS-CPP) through the latest month for which such information is available that ends prior to the filing of the Retail PJM Services Charge that becomes applicable during the June 2008 monthly billing period in accordance with the provisions of the Retail PJM Service Charge section of this rider; plus (b) interest at the rate established by the ICC in accordance with 83 Illinois Administrative Code Section 280.70(e)(1), is also included in the determination of the PSP for the PJM Planning Year that begins June 1, 2008, and extends through May 31, 2009.

Generally, the aforementioned PSP is expected to be determined on an annual basis and used to determine the Retail PJM Services Charge for a period that extends from the beginning of a June monthly billing period through the end of the following May monthly billing period corresponding to a given PJM Planning Year. However, the PSP may be recomputed at such time that the ICC approves the results of a procurement event. In addition, the PSP may be recomputed at such time that FERC-approved or accepted changes in charges related to costs identified for inclusion in the PSP become effective.

RETAIL PURCHASED ELECTRICITY CHARGES.

The application of Retail Purchased Electricity Charges allows the Company to recover from retail customers the costs the Company incurs in procuring all applicable component services it is required to procure and requires to meet such retail customers' instantaneous electric power and energy requirements at any given time under the Company's tariffs, applicable tariffs on file with the FERC, and other applicable law. The development of Retail Purchased Electricity Charges is based upon the PEPs determined in accordance with the provisions of the Purchased Electricity Price section of this rider and the electricity usage characteristics of the different customer supply groups applicable to such retail customers to reflect each such group's responsibility for such costs.

Within two (2) business days after the ICC approves the results of a procurement event, the Company must file with the ICC for informational purposes the Retail Purchased Electricity Charges, determined in accordance with the provisions of this Retail Purchased Electricity Charges section, that reflect the costs the Company incurs in procuring all the component services it is required to procure and requires to meet retail customer instantaneous electric power and energy requirements at any given time, as applicable, by customer supply group. The commencement of the applicability of such Retail Purchased Electricity Charges corresponds to the commencement of the procurement of electric power and energy under the binding contractual arrangements effectuated as a result of the procurement event.

(Continued on Sheet No. 320)

**RIDER PE
PURCHASED ELECTRICITY**

(Continued from Sheet No. 319)

RETAIL PURCHASED ELECTRICITY CHARGES (CONTINUED).

In addition, in the event that the PEPs are recomputed pursuant to a FERC-approved or accepted change in charges related to costs identified for inclusion in the PEPs, as described in the Purchased Electricity Price section of this rider, then the Company must file with the ICC for informational purposes revised Retail Purchased Electricity Charges, determined in accordance with the provisions of this Retail Purchased Electricity Charges section, that reflect such recomputed PEPs. Such informational filing of such revised Retail Purchased Electricity Charges must be made no later than the twentieth day of the month prior to the start of the monthly billing period during which such revised Retail Purchased Electricity Charges become applicable.

The Summer Retail Purchased Electricity Charge (SRPEC_g), in cents per kilowatt-hour (¢/kWh) rounded to the thousandths of a cent, for each applicable customer supply group is computed in accordance with the following equation:

$$SRPEC_g = \frac{(SPPEP \times SPE_g) + (SOPEP \times SOE_g)}{SE_g} \times Exp_g \times \frac{1 \text{ MWh}}{1,000 \text{ kWh}} \times \frac{100 \text{ ¢}}{\$1}$$

Where:

- SPPEP = Summer Peak Purchased Electricity Price, in \$/MWh, equals the Summer Peak PEP determined in accordance with the provisions of the Purchased Electricity Price section of this rider.
- SOPEP = Summer Off-Peak Purchased Electricity Price, in \$/MWh, equals the Summer Off-Peak PEP determined in accordance with the provisions of the Purchased Electricity Price section of this rider.
- SPE_g = Summer Peak Energy, in MWh, equals the total expected forecasted electric consumption pertaining to the expected load scenario, as described in the Planning Process Obligations section of this rider, for the Wholesale Peak Periods for the months of June, July, August, and September for customer supply group, g.
- SOE_g = Summer Off-Peak Energy, in MWh, equals the total expected forecasted electric consumption pertaining to the expected load scenario, as described in the Planning Process Obligations section of this rider, for the Wholesale Off-Peak Periods for the months of June, July, August, and September for customer supply group, g.
- SE_g = Summer Energy, in MWh, equals the total expected forecasted electric consumption pertaining to the expected load scenario, as described in the Planning Process Obligations section of this rider, for the months of June, July, August, and September for customer supply group, g.
- Exp_g = Expansion Factor, in decimal format, equals one plus the Distribution Loss Factor (DLF), provided in Rate RDS - Retail Delivery Service (Rate RDS) corresponding to customer supply group, g.

(Continued on Sheet No. 321)

**RIDER PE
PURCHASED ELECTRICITY**

(Continued from Sheet No. 320)

RETAIL PURCHASED ELECTRICITY CHARGES (CONTINUED).

The Nonsummer Retail Purchased Electricity Charge (NRPEC_g), in ¢/kWh rounded to the thousandths of a cent, for each such customer supply group is computed in accordance with the following equation:

$$\text{NRPEC}_g = \frac{(\text{NPPEP} \times \text{NPE}_g) + (\text{NOPEP} \times \text{NOE}_g)}{\text{NE}_g} \times \text{Exp}_g \times \frac{1 \text{ MWh}}{1,000 \text{ kWh}} \times \frac{100 \text{ ¢}}{\$1}$$

Where:

- NPPEP = Nonsummer Peak Purchased Electricity Price, in \$/MWh, equals the Nonsummer Peak PEP determined in accordance with the provisions of the Purchased Electricity Price section of this rider.
- NOPEP = Nonsummer Off-Peak Purchased Electricity Price, in \$/MWh, equals the Nonsummer Off-Peak PEP determined in accordance with the provisions of the Purchased Electricity Price section of this rider.
- NPE_g = Nonsummer Peak Energy, in MWh, equals the total expected forecasted electric consumption pertaining to the expected load scenario, as described in the Planning Process Obligations section of this rider, for the Wholesale Peak Periods for the months of January, February, March, April, May, October, November, and December for customer supply group, g.
- NOE_g = Nonsummer Off-Peak Energy, in MWh, equals the total expected forecasted electric consumption pertaining to the expected load scenario, as described in the Planning Process Obligations section of this rider, for the Wholesale Off-Peak Periods for the months of January, February, March, April, May, October, November, and December for customer supply group, g.
- NE_g = Nonsummer Energy, in MWh, equals the total expected forecasted electric consumption pertaining to the expected load scenario, as described in the Planning Process Obligations section of this rider, for the months of January, February, March, April, May, October, November, and December for customer supply group, g.

(Continued on Sheet No. 322)

**RIDER PE
PURCHASED ELECTRICITY**

(Continued from Sheet No. 321)

RETAIL PURCHASED ELECTRICITY CHARGES (CONTINUED).

Notwithstanding the previous provisions of this Retail Purchased Electricity Charges section, the SRPEC_gs and the NRPEC_gs determined for the period beginning with the June 2008 monthly billing period and extending through the May 2009 monthly billing period are subject to adjustment in accordance with a rate mitigation mechanism as directed by the ICC in its Order in Docket No. 07-0528/07-0531 (consolidated) entered December 19, 2007. As noted in such Order, the rate mitigation mechanism must utilize "the percentage change (increase or decrease) in overall supply costs resulting from future procurements of power and energy [to] form the basis for the percentage change in all supply charges, without regard to the cost of serving the group or subgroup." For the purpose of making this adjustment, and only for such purpose, the customer supply groups are further segmented into subgroups. For the purposes of implementing the rate mitigation mechanism, the following customer supply groups and subgroups are identified:

- Residential Non-Electric Space Heating Customer Subgroup
- Residential Electric Space Heating Customer Subgroup
- Watt-Hour Non-Electric Space Heating Customer Subgroup
- Demand Non-Electric Space Heating Customer Subgroup
- Nonresidential Electric Space Heating Customer Subgroup
- Dusk to Dawn Lighting Customer Group
- General Lighting Customer Group

The Residential Electric Space Heating Customer Subgroup includes (a) any residential retail customer that was eligible to take service on January 1, 2007, under the then effective Rate 14 - Residential Service-Space Heating Customers (Rate 14), and any successor to such residential retail customer, and, (b) any nonresidential retail customer to which the Watt-Hour Customer Group or Demand Customer Group is applicable that was eligible to take service on January 1, 2007, under a then effective residential service rate, and any successor to such nonresidential retail customer to which the Watt-Hour Customer Group or Demand Customer Group is applicable. The Residential Non-Electric Space Heating Customer Subgroup includes any other residential retail customer to which the Residential Customer Group is applicable. The Nonresidential Electric Space Heating Customer Subgroup includes any nonresidential retail customer to which the Watt-Hour Customer Group or Demand Customer Group is applicable that was eligible to take service on January 1, 2007, under the then effective Rider 25 - Electric Space Heating (Rider 25), and any successor to such nonresidential retail customer. The Watt-Hour Non-Electric Space Heating Customer Subgroup includes any other nonresidential retail customer to which the Watt-Hour Customer Group is applicable that is not included in the Residential Electric Space Heating Customer Subgroup or the Nonresidential Electric Space Heating Customer Subgroup. The Demand Non-Electric Space Heating Customer Subgroup includes any nonresidential retail customer to which the Demand Customer Group is applicable that is not included in the Residential Electric Space Heating Customer Subgroup or the Nonresidential Electric Space Heating Customer Subgroup.

(Continued on Sheet No. 323)

**RIDER PE
PURCHASED ELECTRICITY**

(Continued from Sheet No. 322)

RETAIL PURCHASED ELECTRICITY CHARGES (CONTINUED).

Each time the ICC approves the results of a procurement event corresponding to the PJM Planning Year extending from June 1, 2008 through May 31, 2009, any adjustment required to implement the rate mitigation mechanism is computed in accordance with the following procedure:

1. For all the aforementioned customer supply groups and subgroups, in aggregate, a weighted Average Historical Electric Supply Cost, in ¢/kWh, is computed using currently effective supply charges less the uncollectible adjustments, or the SRPEC_gs and the NRPEC_gs, as applicable, as provided in tariffs applicable to bundled electric service that do not have provisions for hourly energy pricing and retail customer consumption data for the applicable expected load scenario;
2. For all the aforementioned customer supply groups and subgroups, in aggregate, a weighted Average Forward Electric Supply Cost, in ¢/kWh, is computed using the SRPEC_gs and the NRPEC_gs computed in accordance with the equations previously provided in this Retail Purchased Electricity Charges section reflecting the ICC-approved results of the most recent procurement event and retail customer consumption data for the applicable expected load scenario;
3. The Overall Average Change, in %, is computed by subtracting the Average Historical Electric Supply Cost from the Average Forward Electric Supply Cost and dividing such difference by the Average Historical Electric Supply Cost;
4. For each customer supply group and subgroup, the SRPEC_g equals (a) the currently effective summer supply charge less the uncollectible adjustment or SRPEC_g, as applicable, multiplied by (b) one plus the Overall Average Change. Such SRPEC_g computed in accordance with this step (4) replaces the otherwise applicable SRPEC_g computed in accordance with the equation previously provided in this Retail Purchased Electricity Charges section reflecting the ICC-approved results of the most recent procurement event. Notwithstanding the previous provisions of this step (4), the SRPEC_g is not allowed to be less than \$0.00001/kWh;
5. For each customer supply group and subgroup, the NRPEC_g equals (a) the currently effective nonsummer supply charge less the uncollectible adjustment or NRPEC_g, as applicable, multiplied by (b) one plus the Overall Average Change. Such NRPEC_g computed in accordance with this step (5) replaces the otherwise applicable NRPEC_g computed in accordance with the equation previously provided in this Retail Purchased Electricity Charges section reflecting the ICC-approved results of the most recent procurement event. Notwithstanding the previous provisions of this step (5), the NRPEC_g is not allowed to be less than \$0.00001/kWh.

In the event that the Company does not obtain authorization from the ICC to utilize a different rate mitigation mechanism or no rate mitigation mechanism to determine SRPEC_gs and NRPEC_gs applicable during periods following the May 2009 monthly billing period, then such SRPEC_gs and NRPEC_gs must be determined in accordance with the rate mitigation mechanism procedure previously described in this Retail Purchased Electricity Charges section.

(Continued on Sheet No. 324)

**RIDER PE
PURCHASED ELECTRICITY**

(Continued from Sheet No. 323)

RETAIL PJM SERVICES CHARGE.

The application of the Retail PJM Services Charge allows the Company to recover from retail customers applicable costs the Company incurs in procuring certain services from PJM, including but not limited to, NITS and other PJM-associated expenses in accordance with applicable tariffs on file with the FERC and other applicable law that are not included in the development of the PEPs. The development of the Retail PJM Services Charge is based upon the PSP determined in accordance with the provisions of the PJM Services Price section of this rider and the electricity usage expected to be provided to retail customers taking service under Rate BES.

With a postmark dated no later than the twentieth day of May prior to the start of the PJM Planning Year, the Company must file with the ICC for informational purposes the Retail PJM Services Charge, determined in accordance with the provisions of this Retail PJM Services Charge section, applicable during the June through May monthly billing periods corresponding to such PJM Planning Year.

Moreover, within two (2) business days after the ICC approves the results of a procurement event and the Company recomputes the PSP in accordance with the provisions of the PJM Service Price section of this rider, the Company must file with the ICC for informational purposes a revised Retail PJM Services Charge, determined in accordance with the provisions of this Retail PJM Services Charge section, that reflects such recomputed PSP. The commencement of the applicability of such Retail PJM Services Charge corresponds to the commencement of the procurement of electric power and energy under the binding contractual arrangements effectuated after the ICC's approval of the results of the procurement event.

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**RIDER PE
PURCHASED ELECTRICITY**

(Continued from Sheet No. 324)

RETAIL PJM SERVICES CHARGE (CONTINUED).

In addition, in the event that the PSP is recomputed pursuant to a FERC-approved or accepted change in charges related to costs identified for inclusion in the PSP, as described in the PJM Services Price section of this rider, then the Company must file with the ICC for informational purposes a revised Retail PJM Services Charge, determined in accordance with the provisions of this Retail PJM Services Charge section, that reflects such recomputed PSP. Such informational filing of such revised Retail PJM Services Charge must be made no later than the twentieth day of the month prior to the start of the monthly billing period during which such revised Retail PJM Services Charge becomes applicable.

The Retail PJM Services Charge, in ¢/kWh rounded to the thousandths of a cent, is computed in accordance with the following equation:

$$\text{Retail PJM Services Charge} = \text{PSP} \times \text{Exp}_s \times \frac{1 \text{ MWh}}{1,000 \text{ kWh}} \times \frac{100 \text{ ¢}}{\$1}$$

Where:

Exp_s = Expansion Factor, in decimal format, equals one plus the weighted average of the DLFs, provided in Rate RDS applicable to customers taking service under Rate BES.

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**RIDER PE
PURCHASED ELECTRICITY**

(Continued from Sheet No. 325)

PURCHASED ELECTRICITY ADJUSTMENT FACTOR.

In accordance with Section 16-111.5(l) of the Act that states the application of the Retail Purchased Electricity Charges must not result in over or under recovery of the Company's costs related to the procurement of electric power and energy for its retail customers "due to changes in customer usage and demand patterns," the Purchased Electricity Adjustment (PEA) Factor periodically equalizes the revenues from retail customers taking service under Rate BES for electric power and energy procured for them by the Company and the expenses incurred by the Company related to the procurement of such electric power and energy. A PEA Factor, in ¢/kWh rounded to the thousandths of a cent, is determined and applied to each kilowatt-hour (kWh) provided by the Company under Rate BES during a given effective period.

The PEA Factor is determined and applied in each effective period in accordance with the following equation:

$$\text{PEA Factor} = \frac{[AE - AR + AB + A]_{\text{amortized}} + \sum \text{APRA}}{U} \times \frac{100¢}{\$1}$$

Where:

- PEA Factor = Purchased Electricity Adjustment Factor, in ¢/kWh rounded to the thousandths of a cent, applied as a credit or charge to kWhs provided to retail customers taking service under Rate BES during the effective period.
- AE = Accrued Expenses, in \$, equal to the sum of the accrued net expenses incurred by the Company in accordance with this rider related to the procurement of electric power and energy for retail customers taking service under Rate BES during the determination period(s). Accrued Expenses may reflect the amortization of certain expenses, such as legal and consultative fees associated with the procurement of electric power and energy and ICC proceedings concerning the procurement of electric power and energy, over multiple determination periods.
- AR = Accrued Revenues, in \$, equal to the accrued net revenues recognized for retail customers taking service under Rate BES during the determination period(s) in accordance with this rider. Accrued Revenues may reflect the amortization of certain revenues, such as liquidated damage payments from suppliers in the event of default, over multiple determination periods.

(Continued on Sheet No. 327)

**RIDER PE
PURCHASED ELECTRICITY**

(Continued from Sheet No. 326)

PURCHASED ELECTRICITY ADJUSTMENT FACTOR (CONTINUED).

- AB = Automatic Balancing Factor, in \$, equal to the cumulative debit or credit balance resulting from the application of the PEA Factor through the determination period(s). Such balance includes interest at the rate established by the ICC in accordance with 83 Illinois Administrative Code Section 280.70(e)(1).
- A = Adjustment, in \$, equal to an amount (a) ordered by the ICC, or (b) determined by the Company, that is to be refunded to or collected from retail customers to correct for errors associated with the computation of previously applied PEA Factors or applicable Accuracy Assurance Factors (AAFs) computed in accordance with the previously effective Rider CPP - Competitive Procurement Process (Rider CPP) or Rider AAF - Accuracy Assurance Factors (Rider AAF). Such amount includes interest at the rate established by the ICC in accordance with 83 Illinois Administrative Code Section 280.70(e)(1). Such interest is calculated for the period of time beginning on the first day of the effective period during which such PEA or AAF was applied and extending through the day prior to the start of the effective period in which the A is applied. Such amount may be amortized over multiple effective periods with interest.
- []_{amortized} = Amortization of the quantity included in the brackets, as necessary, for a period not to exceed three (3) effective periods. For a situation in which amortization is not necessary, there is no amortization period.
- APRA = Amortized Procurement Revenue Adjustment Amount, in \$, equal to a previously amortized quantity (AE - AR + AB + A). Each such APRA includes interest at the rate established by the ICC in accordance with 83 Illinois Administrative Code Section 280.70(e)(1), and such interest is calculated for an amortization period not to exceed three (3) effective periods, beginning on the first day of the effective period during which such APRA is applied and extending through the day prior to the start of the last effective period during which such APRA is applied. Each such APRA is applied only during effective periods that correspond to such APRA's amortization period. Notwithstanding the previous provisions of this APRA definition, for PEA Factors computed in accordance with this rider, as applicable, the APRA includes any remaining applicable Amortized Customer Demand and Usage Amounts and Amortized Contingency Amounts resulting from the application of previously applicable AAFs made in accordance with Rider AAF for determination periods that extend through May 2008.
- U = Usage, in kWh, forecasted to be provided to retail customers taking service under Rate BES during the effective period.

(Continued on Sheet No. 328)

**RIDER PE
PURCHASED ELECTRICITY**

(Continued from Sheet No. 327)

PURCHASED ELECTRICITY ADJUSTMENT FACTOR (CONTINUED).

For the purposes of the computation of a PEA, a determination period means the calendar month for which the PEA is determined for retail customers taking service under Rate BES for which the Company procures electric power and energy.

For the purposes of the application of a PEA, an effective period means the monthly billing period during which a PEA is applied to kWhs provided to retail customers taking service under Rate BES. The effective period is the first monthly billing period beginning no earlier than fifteen (15) calendar days after the final reconciliation of the PJM-conducted settlement process for electric supply for the determination period(s).

With a postmark dated no later than the twentieth day of the month prior to the start of each effective period, the Company must file with the ICC for informational purposes the PEA Factor, determined in accordance with this Purchased Electricity Adjustment Factor section, applicable during such effective period. Any submission of a PEA Factor postmarked after the twentieth day of a month but prior to the start of the applicable effective period is acceptable only if such submission corrects an error or errors from a timely submitted PEA Factor for such effective period. Any other such submission postmarked after such twentieth day is acceptable only if such submission is made in accordance with the special permission request provisions of Section 9-201(a) of the Act.

MISCELLANEOUS GENERAL PROVISIONS.

The Company is not required to obtain any consent or other approval, whether prospective, contemporaneous, or retrospective, from the ICC or any other entity in order to issue bills containing any Retail Purchased Electricity Charge, Retail PJM Services Charge, or PEA Factor determined in accordance with the provisions of this rider or in order to collect any such Retail Purchased Electricity Charge, Retail PJM Services Charge, or PEA Factor provided, however, that any such PEA Factor is subject to adjustment in accordance with Section 16-111.5(l) of the Act.

Each time the Company files any Retail Purchased Electricity Charge, Retail PJM Services Charge, or PEA Factor with the ICC for informational purposes, such filing must be accompanied by work papers supporting the determination of such Retail Purchased Electricity Charge, Retail PJM Services Charge, or PEA Factor, as applicable.

At the earliest reasonable date after the ICC approves a procurement plan, with such date occurring prior to the procurement event associated with such procurement plan, credit activities intended to meet collateral requirements or other forms of security requirements incurred by the Company, if any, solely as a result of its procurement activities pursuant to the procurement plan approved by the ICC must be reviewed by Company representatives with personnel from the Finance Department of the ICC Staff.

At the earliest reasonable date after the ICC approves a procurement plan, with such date occurring prior to the procurement event associated with such procurement plan, internal administrative and operational costs expected to be incurred by the Company solely as a result of its electric power and energy supply procurement activities pursuant to the procurement plan approved by the ICC must be reviewed by Company representatives with personnel from the Accounting Department of the ICC Staff.

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**RIDER PE
PURCHASED ELECTRICITY**

(Continued from Sheet No. 328)

MISCELLANEOUS GENERAL PROVISIONS (CONTINUED).

Each year beginning in 2009, the Company must conduct an internal audit of its costs for the previous PJM Planning Year and recoveries of such costs pursuant to this rider. Such audit must examine (a) costs recovered pursuant to this rider to verify that such costs are recovered only pursuant to this rider and to confirm that any such costs are not also being recovered inappropriately through charges imposed under other tariffs, (b) charges and adjustments determined pursuant to this rider that are included in retail customers' bills for electric service provided under Rate BES to verify that such charges and adjustments are properly applied, (c) revenues resulting from the application of this rider to verify that such revenues are correctly stated, (d) the Company's costs of implementing or complying with the procurement plan approved by the ICC, including any fees assessed by the IPA, costs associated with load balancing, and contingency plan costs, and (e) the Company's internal administrative and operational costs associated with the procurement of electric power and energy pursuant to Section 16-111.5 of the Act to verify that such internal administrative and operational costs are reasonable. The Company must also prepare a report each year that summarizes the results of such audit. Such report must be submitted to the ICC 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 Financial Analysis Division within sixty (60) calendar days after the end of the effective period associated with the May determination period of such PJM Planning Year. Such report must be verified by an officer of the Company.

Each year beginning in 2009, no earlier than ninety (90) calendar days after the end of the effective period associated with the May determination period of such year, a proceeding must commence in accordance with Section 16-111.5(l) of the Act to "provide for the correction, on at least an annual basis, of any accounting errors that may occur" in the application of the provisions of this rider. Such proceeding may also provide for the determination of the reasonableness of the Company's internal administrative and operational costs associated with the procurement of electric power and energy pursuant to Section 16-111.5 of the Act and other costs of implementing or complying with the procurement plan approved by the ICC to the extent that they are properly reviewable in such proceeding pursuant to Section 16-111.5(l) of the Act. Any correction of any such error or any such internal administrative or operational cost or other cost found to be reviewable pursuant to such Section 16-111.5(l) that is found to be unreasonable by the ICC is determined and applied in accordance with lawful orders issued by the ICC in such proceeding.

In accordance with Section 16-111.5(l) of the Act, the provisions of this rider are not subject to review under, or in any way limited by, Section 16-111(i) of the Act.

The Company must maintain confidentiality of all bidder and supplier information associated with any procurement plan to which it has access in a manner consistent with all applicable laws, rules, regulations, and tariffs.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER PPO
POWER PURCHASE OPTION**

Applicable to Rate RDS

AVAILABILITY.

Service under this rider is available to any nonresidential or lighting retail customer, provided such retail customer (a) takes service hereunder in conjunction with service under Rate RDS – Retail Delivery Service (Rate RDS), and (b) paid Customer Transition Charges (CTCs) at any time during the period that started October 1, 1999, and extended through December 31, 2006.

Notwithstanding the provisions of the previous paragraph, service hereunder is not available to any retail customer to which the Self-Generating Customer Group or the Competitively Declared Customer Group, as defined in the General Terms and Conditions of the Company's Schedule of Rates, is applicable.

PREREQUISITES OF SERVICE.

The following prerequisites of service must be satisfied before service hereunder is provided:

1. A retail customer requesting service hereunder must complete, sign and return to the Company the Company's Rate RDS/Rider PPO Contract at least thirty (30) calendar days prior to the date that such retail customer is scheduled to commence service hereunder.
2. A retail customer requesting service hereunder for less than all its electric power and energy requirements, must specify the terms and conditions regarding the designation of such portion in the Company's Rate RDS/Rider PPO Contract, and such terms and conditions must be in accordance with the provisions in the Split Load and Supplier Options section of the Service Options part of Rate RDS.
3. A retail customer requesting service hereunder must work with the Company to ensure that required meter-related facilities, as described in the Meter-Related Facilities section of this rider, are installed at such retail customer's premises prior to commencement of service hereunder.
4. A retail customer requesting service hereunder that is currently receiving service from the Company under a tariff other than Rate RDS must fulfill all obligations, except timely payment for service, for which it is responsible under such other tariff prior to terminating service under such other tariff and commencing service hereunder.

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and August 15, 2007, in Docket No. 07-0432.**

**Date Effective: January 15, 2009
Issued by A. R. Pramaggiore, Exec. Vice President
Post Office Box 805379
Chicago, Illinois 60680-5379**

**RIDER PPO
POWER PURCHASE OPTION**

(Continued from Sheet No. 330)

COMMENCEMENT OF SERVICE.

Service to a retail customer requesting service hereunder commences in accordance with the provisions of the Standard Switching subsection of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Service part of Rate RDS only after all the aforementioned prerequisites for service are fulfilled. The Company must submit a Direct Access Service Request (DASR) for the retail customer to commence service hereunder in accordance with the terms provided in Rate RDS.

Service hereunder commences only on the retail customer's regularly scheduled meter reading or billing cycle date.

Service hereunder commences only after the required meter-related facilities, as described in the Meter-Related Facilities section of this rider, are installed at the retail customer's premises.

CHARGES.

Capacity Charge

The Monthly Capacity Charge (MCC) is applicable to the Capacity Obligation established by the retail customer for the monthly billing period. The MCC is equal to the MCC determined in accordance with the provisions of the Capacity Charge subsection of the Monthly Charges section of Rate BESH - Basic Electric Service Hourly Pricing (Rate BESH).

Hourly Energy Charges

Each Hourly Energy Charge (HEC) is applicable to each kilowatt-hour (kWh) provided to the retail customer during the hour in the monthly billing period for which such charge is determined. Each such HEC is equal to the corresponding HEC determined in accordance with the provisions of the Hourly Energy Charges subsection of the Monthly Charges section of Rate BESH.

PJM Services Charge

The PJM Services Charge is applicable to each kWh provided to the retail customer during the monthly billing period. The PJM Services Charge is equal to the PJM Services Charge determined in accordance with the provisions of the PJM Services Charge subsection of the Monthly Charges section of Rate BESH. The PJM Services Charge is shown as a separate line item on the retail customer's monthly bill for electric service and designated as the Transmission Services Charge.

Miscellaneous Procurement Components Charge

The Miscellaneous Procurement Components Charge is applicable to each kWh provided to the retail customer during the monthly billing period. The Miscellaneous Procurement Components Charge is equal to the Miscellaneous Procurement Components Charge determined in accordance with the provisions of the Miscellaneous Procurement Components Charge subsection of the Monthly Charges section of Rate BESH.

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**RIDER PPO
POWER PURCHASE OPTION**

(Continued from Sheet No. 331)

CHARGES (CONTINUED).

Hourly Purchased Electricity Adjustment Factor

The Hourly Purchased Electricity Adjustment Factor (HPEA) is applicable to each kWh provided to the retail customer during a given effective period. The HPEA is equal to the HPEA determined in accordance with the provisions of the Hourly Purchased Electricity Adjustment Factor subsection of the Monthly Charges section of Rate BESH. The effective period is the effective period that corresponds to the HPEA determined in accordance with the provisions of such Hourly Purchased Electricity Adjustment Factor subsection. The HPEA is shown as a separate line item on the retail customer's monthly bill for electric service and designated as the Purchased Electricity Adjustment.

Late Payment Charge

The Late Payment Charge as described in the Billing and Payment part of the General Terms and Conditions of the Company's Schedule of Rates is applicable to all charges applied in accordance with the provisions of this rider.

Other Applicable Charges

Other applicable charges for delivery services and other generally applicable charges are applicable to service hereunder pursuant to Rate RDS.

METER-RELATED FACILITIES.

In the provision of service hereunder, the Company furnishes, installs, owns, operates, replaces, and maintains meter-related facilities adequate to measure the kWhs delivered to the retail customer and the rate at which such electricity is delivered to such retail customer in each half hour in the monthly billing period. To the extent that such meter-related facilities are larger, more, or different from facilities provided in a standard metering installation, such meter-related facilities are provided in accordance with the provisions for providing nonstandard services and facilities. Notwithstanding the previous provisions of this paragraph, the Company may elect to provide no metering installation in the provision of service hereunder to a retail customer because such retail customer uses electric service on a continuous or regularly scheduled basis.

(Continued on Sheet No. 333)

**RIDER PPO
POWER PURCHASE OPTION**

(Continued from Sheet No. 332)

TERM OF SERVICE AND TERMINATION.

The term of service hereunder is twelve (12) monthly billing periods. A retail customer served hereunder must take service hereunder for the entire term of service. In order to terminate service hereunder, the retail customer must provide a written termination notice to the Company at least thirty (30) calendar days prior to the expiration date of such term of service. In the event that the retail customer is switching from service hereunder to service under Rate RDS with supply service provided by a Retail Electric Supplier (RES), then such RES must submit a valid DASR to the Company for such retail customer in accordance with the provisions of the Standard Switching subsection of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Service part of Rate RDS. In the event that the retail customer is switching from service hereunder and Rate RDS to service under a tariff for bundled electric service, then the retail customer must be in compliance with all prerequisites of service for such tariff prior to the expiration of the term of service hereunder. If (a) the retail customer provides no such termination notice, or (b) the retail customer provides a termination notice less than thirty (30) calendar days prior to the expiration of the term of service, or (c) any required DASR for the retail customer is not valid or timely submitted, or (d) the retail customer does not satisfy all prerequisites of service for the tariff to which it is switching, then such retail customer's contract for service hereunder is automatically renewed for a period of twelve (12) monthly billing periods.

Notwithstanding the provisions of the previous paragraph, if the Self-Generating Customer Group or the Competitively Declared Customer Group becomes applicable to the retail customer, service hereunder terminates. In the event of such termination, if the retail customer does not meet all applicable prerequisites of service under Rate RDS with supply service provided by a RES, then such retail customer is switched to bundled electric service under Rate BESH.

Notwithstanding the previous provisions of this Term of Service and Termination section, in the event that a lighting retail customer terminates service under this tariff due to the fact that such lighting retail customer is abandoning the lighting system for which service hereunder has been provided, the lighting retail customer must provide the Company with sufficient notice to enable the Company and the lighting retail customer to cooperatively coordinate the termination of service hereunder to coincide with the abandonment of such lighting system. Otherwise, in the event that the retail customer terminates service from the Company under this tariff due to the fact that such retail customer is vacating its premises, service hereunder continues for not more than ten (10) days after the date such retail customer vacates the premises, provided the retail customer provides timely notice to the Company to terminate service hereunder at such premises.

MISCELLANEOUS GENERAL PROVISIONS.

For a retail customer that elects the option of having less than all its electric power and energy requirements supplied hereunder with such specification on a meter-by-meter basis, the electric power and energy for the retail customer's load connected to the meters for which service hereunder is provided, must be supplied exclusively by the Company. The retail customer's load connected to the meters for which service is provided hereunder must be installed, operated, and maintained in such a manner so as to preclude the possibility of such meters registering electric power and energy that are supplied by the Company under the terms of a tariff for bundled electric service or by a RES.

(Continued on Sheet No. 334)

**RIDER PPO
POWER PURCHASE OPTION**

(Continued from Sheet No. 333)

MISCELLANEOUS GENERAL PROVISIONS (CONTINUED).

A retail customer taking service hereunder may not act as a Customer Self-Manager as defined in the Types of Customers section of the Service Options part of Rate RDS.

Each year at least thirty (30) calendar days prior to the start of the June monthly billing period, internal administrative and operational costs expected to be incurred by the Company as a result of its electric power and energy supply procurement activities for retail customers for which the Company is to provide service hereunder during the PJM Planning Period beginning on the June 1 corresponding to such June monthly billing period, must be reviewed by Company representatives with personnel from the Accounting Department of the ICC Staff.

Each year beginning in 2009, the Company must conduct an internal audit of its costs for the previous PJM Planning Year and recoveries of such costs pursuant to this rider as part of the internal audit conducted in accordance with the provisions of Rate BESH. Such audit must examine (a) costs recovered pursuant to this rider to verify that such costs are recovered only pursuant to this rider and to confirm that any such costs are not also being recovered inappropriately through charges imposed under other tariffs, (b) charges and adjustments determined pursuant to this rider that are included in retail customers' bills for electric service provided hereunder to verify that such charges and adjustments are properly applied, (c) revenues resulting from the application of this rider to verify that such revenues are correctly stated, and (d) the Company's internal administrative and operational costs associated with the procurement of electric power and energy for retail customers served hereunder to verify that such costs are reasonable. As provided in Rate BESH, the Company must also prepare a report each year that summarizes the results of such audit. Such report must be submitted to the ICC 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 Financial Analysis Division within sixty (60) calendar days after the end of the effective period associated with the May determination period of such PJM Planning Year. Such report must be verified by an officer of the Company.

Each year beginning in 2009, the proceeding that must commence no earlier than ninety (90) calendar days after the end of the effective period associated with the May determination period of such year to provide for the correction of any accounting errors that may have occurred in the application of the provisions of Rate BESH, must also provide for the correction of any accounting errors that may have occurred in the application of the provisions of this rider. Such proceeding may also provide for the determination of the reasonableness of the Company's internal administrative and operational costs associated with the procurement of electric power and energy for retail customers served hereunder. Any correction of any such error or any such internal administrative or operational cost that is found to be unreasonable by the ICC is determined and applied in accordance with lawful orders issued by the ICC in such proceeding.

The Company's Schedule of Rates of which this rider is a part includes General Terms and Conditions and other rates and riders. Service hereunder is subject to those General Terms and Conditions and applicable rates and riders.

**RIDER AC
RESIDENTIAL AIR CONDITIONER LOAD CYCLING PROGRAM**

Applicable to Rates BES, BESH, and RDS

AVAILABILITY.

This rider is available to any residential retail customer that (a) is the owner of the premises at which service hereunder is to be provided; (b) is provided with electric service at such premises through a separate meter; (c) has a fully functional electric central air conditioning system (AC) as the principal and dedicated source of air conditioning for such premises, the electric service for which is delivered by the Company through such separate meter and the compressor(s) for which is (are) capable of accepting a Company control device(s), as determined by the Company or its agent; (d) allows the Company to periodically cycle such AC compressor(s); and (e) is located at a premises where the Company's radio control signal can reach a control unit mounted near such AC compressor(s).

Service hereunder is not restricted to residential retail customers that obtain electric power and energy supply from the Company.

Notwithstanding the previous provisions of this Availability section, the availability of this rider is limited by the ability of the Company and its agent to purchase and install the necessary controls needed to implement and administer the Residential Air Conditioner Load Cycling Program (AC Program).

PROGRAM PROVISIONS.

The AC Program allows the Company to obtain temporary reductions in the electric power and energy demands on the electric delivery system located in its service territory through prearranged voluntary reductions in residential retail customers' electric power and energy requirements. The Company reserves the right to activate the AC Program for any reason, including (a) response to shortages of available capacity on the Company's distribution system; (b) response to shortages of available capacity on the transmission system located in the Company's service territory; or (c) preservation of the availability of other load response resources. A residential retail customer to which this rider is available that elects service hereunder is defined as a participant. An activation of the AC Program is defined as an event.

During an event, a participant in the AC Program allows the Company to remotely control the duty cycle of such participant's AC compressor(s). The Company is allowed to exercise such control without notice, but only between the weekday hours of 11:00 a.m. and 8:00 p.m., Central Prevailing Time (CPT), on no more than twenty (20) days during the period beginning June 1 and extending through September 30 of each year. Notwithstanding the previous provisions of this paragraph, the Company is not allowed to activate the AC Program on the days on which the Independence Day and Labor Day holidays are commonly observed.

The Company provides two (2) options under which a participant may elect to take service hereunder. The two (2) options, the AC Compressor Cycling Option and the AC Compressor Interruption Option, are mutually exclusive, and the participant must select only one (1) of the two (2) available options. A participant is allowed to transfer from one (1) option to the other, but cannot again transfer between options for a period of at least twelve (12) months.

(Continued on Sheet No. 336)

**RIDER AC
RESIDENTIAL AIR CONDITIONER LOAD CYCLING PROGRAM**

(Continued from Sheet No. 335)

PROGRAM PROVISIONS (CONTINUED).

AC Compressor Cycling Option

During an event under the AC Compressor Cycling Option, the Company is allowed to cycle the participant's AC compressor(s) for no more than six (6) hours on any day, with such cycling performed so that the AC compressor(s) alternates every fifteen (15) minutes between being available for cooling and not being available for cooling.

AC Compressor Interruption Option

During an event under the AC Compressor Interruption Option, the Company is allowed to cycle the participant's AC compressor(s) either (a) for no more than three (3) hours on any day, with such cycling performed so that the operation of the AC compressor(s) is (are) completely interrupted and the AC compressor(s) is (are) not available for cooling; or (b) in accordance with the provisions of the AC Compressor Cycling Option.

A participant commences service hereunder on the date the Company inspects and approves the functionality of the participant's AC compressor(s) and installs the remote control device(s). Notwithstanding the provisions of the previous sentence, service hereunder commences on January 15, 2009, for a residential retail customer that has been taking service through January 14, 2009, under the then effective Rider AC7 - Residential Air Conditioner Load Cycling Program 2007 (Rider AC7). The initial term of participation expires on the November 1 following the first June 1 through September 30 period of participation. Upon expiration, the initial and subsequent terms of participation automatically renew for twelve (12) months, unless terminated by the participant or the Company.

The Company or its agent installs the remote control device(s) used to cycle the AC compressor(s), and the Company owns, operates, and maintains such device(s). The participant is responsible for maintaining a safe operating environment for such device(s). For a situation in which the participant replaces its AC compressor(s), the participant is responsible for providing the Company with adequate notice so that the Company has time to schedule the removal of such device(s) from the AC compressor(s) being removed and the installation of such device(s) on the replacement AC compressor(s).

The Company is allowed to inspect the remote control device(s) at any time and without notice to insure such device(s) is (are) fully operational, and the participant grants the Company permission to enter upon its premises to conduct such inspections. If, in the course of such inspection, the Company determines that the participant interfered with the functionality of the device(s) in any way, (a) the participant is immediately removed from the AC Program and service hereunder is terminated, with such termination effective as of the date of the installation of such device(s) or of the most recent passing inspection, whichever is more recent; (b) all credits previously given to such participant since such effective termination date are immediately reimbursed by such participant to the Company; and (c) such participant is not eligible to take service hereunder or participate in the AC Program for a period of not less three (3) calendar years following such effective termination date.

(Continued on Sheet No. 337)

**RIDER AC
RESIDENTIAL AIR CONDITIONER LOAD CYCLING PROGRAM**

(Continued from Sheet No. 336)

PROGRAM PROVISIONS (CONTINUED).

For a situation in which the Company performs excessive maintenance or replacement of any remote control device(s) due to vandalism or other cause, the Company may remove the participant for which such device(s) is (are) provided from the AC Program and terminate service hereunder to such participant. In such situation, the Company may deny future participation in the AC Program to such participant.

A participant may terminate service hereunder and participation in the AC Program at any time, but cannot again elect to take service hereunder and participate in the AC Program at the same premises for a period of at least twelve (12) months.

COMPENSATION.

The Company provides a credit to the participant on each bill issued for the Summer Period, as defined in the Definitions part of the General Terms and Conditions of the Company's Schedule of Rates. The credit applied to such participant's bill corresponds with the Program option selected by such participant.

AC Compressor Cycling Option Credit	\$ 5.00 per bill
AC Compressor Interruption Option Credit	\$10.00 per bill

The total credit amount provided to a participant that elects the AC Compressor Cycling Option cannot exceed \$20.00 per year. The total credit amount provided to a participant that elects the AC Compressor Interruption Option cannot exceed \$40.00 per year.

Notwithstanding the previous provisions of this Compensation section, the credit for any monthly billing period cannot exceed the total of all distribution facilities charges and, as applicable, supply charges for, respectively, delivery of electric service to such participant and, as applicable, electric power and energy supply provided to such participant by the Company, during such monthly billing period.

The credit provided in accordance with this rider is separately stated on the participant's bill.

MISCELLANEOUS GENERAL PROVISIONS.

The Company is not liable for any damage or injury, including any consequential damage, resulting from the intentional or unintentional interruption of the operation of the participant's AC compressor(s).

Provisions contained in this rider do not serve to modify the Company's rights contained in the General Terms and Conditions of the Company's Schedule of Rates.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER CLR
CAPACITY BASED LOAD RESPONSE AND SYSTEM RELIABILITY PROGRAM**

Applicable to Rates BES, BESH, and RDS

AVAILABILITY.

This rider is available to any nonresidential retail customer (a) that commits to a minimum Load Reduction, as defined in the Program Provisions section of this rider, of one hundred kilowatts (100 kW); (b) that meets the requirements of the PJM Interconnection, L.L.C. (PJM) Interruptible Load for Reliability Program (ILR Program), as described in the PJM Open Access Transmission Tariff, or its successor (PJM OATT); and (c) for which (1) meter-related facilities are provided that are able to measure the electric power and energy, in kilowatt-hours (kWhs), delivered to the nonresidential retail customer and the rate, in kilowatts (kW), at which such electric power and energy are delivered for each half hour in each monthly billing period, or (2) the Company provides a written waiver of the need for such meter-related facilities because, as determined by the Company, an acceptable alternative method for measuring such nonresidential retail customer's Load Reduction is in place and functioning properly.

Service hereunder is not restricted to nonresidential retail customers that obtain electric power and energy supply from the Company.

PROGRAM PROVISIONS.

The Capacity Based Load Response and System Reliability Program (CLR Program) allows the Company to obtain temporary reductions in the electric power and energy demands on the electric delivery system located in its service territory through reductions by nonresidential retail customers in such nonresidential retail customers' electric power and energy requirements. Such reductions are obtained in a manner consistent with the provisions of the ILR Program, as described in PJM Manual 19: Load Data Systems, or any successor thereto (M-19), or the applicable PJM Reliability Assurance Agreement, or its successors as provided for in the PJM Business Rules and other governing documents published by PJM. The Company activates the CLR Program in accordance with PJM requests for its commencement. In addition, the Company reserves the right to activate the CLR Program upon notice and for any reason, including (a) response to shortages of available capacity on the Company's distribution system, (b) response to shortages of available capacity on the transmission system located in the Company's service territory, or (c) preservation of the availability of other load response resources.

A nonresidential retail customer to which this rider is available that elects service hereunder is defined as a participant. A participant must enter into a written contractual arrangement, a CLR Agreement, with the Company. Such agreement is effective for one (1) year, with such year beginning June 1 and extending through May 31 of the following year (PJM Planning Period). Such agreement is not automatically renewed.

Notwithstanding the provisions of the previous paragraph, service hereunder commences on January 15, 2009, and extends through May 31, 2009, for a nonresidential retail customer that has been taking service through January 14, 2009, under the then effective Rider CLR7 - Capacity-Based Load Response and System Reliability Program 2007 (Rider CLR7).

(Continued on Sheet No. 339)

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**RIDER CLR
CAPACITY BASED LOAD RESPONSE AND SYSTEM RELIABILITY PROGRAM**

(Continued from Sheet No. 338)

PROGRAM PROVISIONS (CONTINUED).

An activation of the CLR Program is defined as an event. The maximum frequency and duration of an event are set forth in the participant's CLR Agreement and are consistent with the then current provisions of the ILR Program. Generally, the Company expects to provide notice of no less than thirty (30) minutes prior to any event.

The Company provides two (2) options under which a participant can provide reductions in its electric power and energy requirements. The two (2) options, the Firm Service Level Option and the Guaranteed Load Drop Option, are mutually exclusive, and a participant must select only one (1) of the two (2) available options.

Firm Service Level Option

During an event under the Firm Service Level Option, the participant reduces its electric power and energy requirements to a predetermined kW level, the Firm Service Level, upon notification by the Company. Provided the participant reduces its electric power and energy requirements to its Firm Service Level for the duration of the event, the Load Reduction for such participant during such event is equal to the difference between the participant's (a) estimated normal electric load profile during the event, and (b) Firm Service Level, adjusted for line losses. The Load Reduction for such participant cannot exceed the difference between the participant's (a) Peak Load Contribution (PLC), as defined in M-19, and (b) Firm Service Level, adjusted for line losses. The participant's Firm Service Level and PLC are specified in the participant's CLR Agreement. If the participant does not reduce its electric power and energy requirements to its Firm Service Level for the duration of an event, the participant is in noncompliance for such event.

Guaranteed Load Drop Option

During an event under the Guaranteed Load Drop Option, the participant reduces its electric power and energy requirements by a predetermined kW amount, the Guaranteed Load Drop, upon notification by the Company. Provided the participant reduces its electric power and energy requirements by an amount equal to its Guaranteed Load Drop for the duration of the event, the Load Reduction for such participant during such event is the Guaranteed Load Drop, adjusted for line losses. The Company determines a participant's Load Reduction based upon the difference between such participant's (a) estimated normal electric load profile during the event, and (b) actual electric load profile during the event. The Load Reduction for such participant cannot exceed the participant's PLC. The participant's Guaranteed Load Drop and PLC are specified in the participant's CLR Agreement. If the participant does not reduce its electric power and energy requirements by an amount equal to its Guaranteed Load Drop for the duration of an event, the participant is in noncompliance for such event.

Regardless of the option it chooses, the participant must provide a minimum Load Reduction of 100 kW.

Notwithstanding the previous provisions of this Program Provisions section, any portion of a participant's Load Reduction that is already committed to the Company, PJM, or other curtailment service providers under other tariffs or contracts is not considered in the determination of the Load Reduction provided by such participant under this rider. In addition, the Company may consider whether there are any other circumstances under the participant's control that negate the value of the Load Reduction.

(Continued on Sheet No. 340)

**RIDER CLR
CAPACITY BASED LOAD RESPONSE AND SYSTEM RELIABILITY PROGRAM**

(Continued from Sheet No. 339)

COMPENSATION.

The participant receives a credit equal to such participant's Load Reduction multiplied by the Capacity Auction Value (CAV) as documented in the participant's CLR Agreement. Such CAV is the ILR capacity price published by PJM for the PJM Planning Period applicable at the time that the participant and the Company enter into the CLR Agreement.

For each event in which the participant is in noncompliance, the participant is responsible for any penalties or other economic consequences described in M-19 for failure to comply during an event.

By December 31 of each year, the Company makes a single payment to the participant equal to the total amount of credit(s) earned by such participant for such year less the total amount of any penalty(ies) assessed to such participant for such year. In the event that the total amount of such penalty(ies) are greater than the total amount of such credit(s), the participant is billed for the balance due to the Company.

MISCELLANEOUS GENERAL PROVISIONS.

Nothing in this rider prohibits the Company from purchasing electric power and energy from a participant in accordance with other applicable tariffs on file with the Illinois Commerce Commission (ICC) or agreements on file with the Federal Energy Regulatory Commission (FERC), in addition to acquiring load response resources from such participant hereunder.

The Company is not liable for any damage or injury, including any consequential damage, resulting from the intentional or unintentional interruption of electric service provided to a participant.

Notice provisions contained in this rider do not serve to modify the Company's rights contained in the General Terms and Conditions of the Company's Schedule of Rates.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER GCB
GOVERNMENTAL CONSOLIDATED BILLING**

Applicable to Rates BES, BESH, and RDS

AVAILABILITY.

This rider is available to retail customer premises of governmental entities meeting the requirements in the Eligibility section of this rider.

Notwithstanding the previous provisions of this Availability section, service hereunder is not available to any retail customer premises served under Rider POG - Parallel Operation of Customer's Generating Facilities (Rider POG); Rider POGNM - Parallel Operation of Customer's Generating Facilities With Net Metering (Rider POGNM); Rider QSW - Qualified Solid Waste Energy Facility Purchases (Rider QSW); or Rider RESALE - Allowance for Resale or Redistribution of Electricity (Rider RESALE).

ELIGIBILITY.

A governmental entity requesting service hereunder for any of its retail customer premises must submit a written application to the Company with sufficient information to determine eligibility under the following criteria:

- a. The governmental entity includes only those governmental retail customers acting through an intergovernmental agreement that (1) was in effect thirty (30) days prior to May 1, 1997, and (2) provides for such governmental retail customers to work cooperatively in the purchase of electric power and energy to aggregate their monthly kilowatt-hour (kWh) energy usage and monthly kilowatt (kW) billing demand.
- b. A governmental retail customer, as described in item (a), means any retail customer that is an Illinois municipality, municipal corporation, unit of local government, park district, school district, community college district, forest preserve district, special district, public corporation, body politic and corporate, sanitary or water reclamation district, or other local government agency, including any entity created by intergovernmental agreement among any of the foregoing entities to implement the arrangements noted in item (a).
- c. Each retail customer premises to be served hereunder must have a Maximum Kilowatts Delivered (MKD), as defined in the General Terms and Conditions of the Company's Schedule of Rates, in excess of twenty-five (25) kW.

(Continued on Sheet No. 342)

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**RIDER GCB
GOVERNMENTAL CONSOLIDATED BILLING**

(Continued from Sheet No. 341)

PREREQUISITES FOR SERVICE.

An eligible governmental entity must complete and sign a Rider GCB Electric Service Contract Addendum (Contract Addendum) and submit it to the Company in order for its retail customer premises to receive service hereunder. The Contract Addendum must list all the governmental entity's retail customer premises to be served hereunder; the anticipated MKD at each such retail customer premises; and the total number of meters at each such retail customer premises. After such Contract Addendum is submitted to the Company, it can be updated at any time to include additional eligible retail customer premises of such governmental entity.

TERM OF SERVICE.

The initial term of service hereunder is twelve (12) monthly billing periods. Service hereunder is automatically renewed for twelve (12) monthly billing periods (an Addendum Year) at the end of each Addendum Year.

Service hereunder is terminated for any retail customer premises that no longer meets the requirements in the Eligibility section of this rider, effective on the date that such retail customer premises is no longer eligible for service hereunder.

A governmental entity may terminate service hereunder at the end of a monthly billing period and switch to the rates and riders otherwise available to its retail customer premises upon thirty (30) days written notice to and acceptance by the Company. If a governmental entity terminates service hereunder, such governmental entity is not eligible to take service hereunder for a period of at least twelve (12) monthly billing periods from the date of termination.

CONSOLIDATED BILL.

A governmental entity served hereunder has a single day each month designated as the due date for payment of bills for electric service for all the governmental entity's retail customer premises served hereunder. Such day is selected by mutual agreement between the governmental entity and the Company. All bills issued for the governmental entity's retail customer premises for the monthly billing period are due on such day, and if payment is not received for any such bill on such date late payment charges are applicable thereafter. All charges included in such bills are applied in accordance with the applicable tariff or tariffs.

(Continued on Sheet No. 343)

**RIDER GCB
GOVERNMENTAL CONSOLIDATED BILLING**

(Continued from Sheet No. 342)

MISCELLANEOUS GENERAL PROVISIONS.

All electric service provided to each retail customer premises listed on the Contract Addendum must be served hereunder. All the meters at each such retail customer premises must be included in the Contract Addendum.

During its term of service hereunder, a governmental entity may not reduce quantities of electric service to be supplied by the Company to its retail customer premises served hereunder through the use of alternative energy supply, including but not limited to purchase or manufacture of electricity from sources other than the Company, fuel switching, bypass, the installation of cogeneration, self-generation, or otherwise, in each case without the consent of the Company, provided, however, that the governmental entity may, at any of its retail customer premises served hereunder, (a) in the case of incidental pieces of equipment, use alternative energy supplies that are more economical or efficient to the operation of such incidental pieces of equipment; (b) adopt energy conservation measures to reduce energy consumption; (c) use emergency electric generating facilities during periods and to the extent that electric service is not available from the Company; and (d) in the case of retail customer premises served under the terms of Rider VLR – Voluntary Load Response and System Reliability Program (Rider VLR) or Rider CLR – Capacity Based Load Response and System Reliability Program (Rider CLR), use emergency electric generating facilities during the periods and to the extent that the Company activates the program in accordance with the terms of such Rider VLR or Rider CLR, as applicable.

Except as explicitly specified in this rider, all other provisions of the applicable tariff or tariffs apply.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER RRS
RESIDENTIAL RATE STABILIZATION PROGRAM**

Applicable to Rates BES, BESH, and RDS

AVAILABILITY.

This rider is available to any residential retail customer that has been participating in the Residential Rate Stabilization (RRS) Program continuously since prior to January 15, 2009.

For a situation in which a residential retail customer terminates service at a premises at which such residential retail customer has been participating in the RRS Program through the date of such termination, and immediately commences service at a different premises in the Company's service territory, such residential retail customer is allowed to elect to continue to participate in the RRS Program at such different premises, provided such residential retail customer participates in the RRS Program immediately upon commencing service at such different premises.

For a situation in which a residential retail customer elected to participate in the RRS Program and subsequently such participation is terminated, this rider is not available to such residential retail customer following such termination.

PURPOSE.

- * The purpose of this rider is to determine and apply adjustments to charges for electric service applicable to residential retail customers taking service hereunder in order to provide an extended transition for such residential retail customers from previously frozen and reduced charges to cost-based charges for electric service, while providing an opportunity for the Company to recover its prudently incurred costs to serve such residential retail customers. The RRS Program provided and provides such adjustments, subject to certain limitations as provided in this rider, and based upon a residential-wide computed limitation of ten percent (10%) in the average increase in overall charges for electric service from 2006 to 2007, and a residential-wide computed limitation of 10% in the average increase in overall charges for electric service from 2007 to 2008. Any prudently incurred costs of providing electric service for which the Company has foregone recovery from a residential retail customer in the period beginning in January 2007 and extending through the May 2009 monthly billing period as part of the RRS Program are recorded in an individual long-term receivables account for such residential retail customer and are recovered by the Company beginning in the June 2009 monthly billing period and extending through the May 2012 monthly billing period from such residential retail customer, except that under certain circumstances as provided in this rider recovery may occur earlier. The sum of the balances in all such individual long-term receivables accounts is defined as the Receivables Aggregate Amount (RAA). The adjustments determined and applied in accordance with the provisions of this rider are the RRS Adjustments.

(Continued on Sheet No. 345)

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**RIDER RRS
RESIDENTIAL RATE STABILIZATION PROGRAM**

(Continued from Sheet No. 344)

CUSTOMER CATEGORIZATIONS.

For the purpose of determining and applying RRS Adjustments, residential retail customers are categorized into two (2) subclasses. The Residential Non-Electric Space Heating Subclass consists of residential retail customers to which either the Residential Single Family Without Electric Space Heat Delivery Class or the Residential Multi Family Without Electric Space Heat Delivery Class is applicable, and the Residential Electric Space Heating Subclass consists of residential retail customers to which either the Residential Single Family With Electric Space Heat Delivery Class or the Residential Multi Family With Electric Space Heat Delivery Class is applicable.

* **JANUARY ADJUSTMENT 2009.**

For electric service provided to residential retail customers participating in the RRS Program, beginning with the January 2009 monthly billing period and extending through the May 2009 monthly billing period, RRS Adjustments are the same as those that were filed for informational purposes with the Illinois Commerce Commission (ICC) on November 21, 2008, in accordance with the then effective ILL. C. C. No. 4 Rider RRS - Residential Rate Stabilization Program.

* **ADJUSTMENT JUNE 2009 - MAY 2012.**

For electric service provided to residential retail customers participating in the RRS Program, beginning with the June 2009 monthly billing period and extending through the May 2012 monthly billing period, RRS Adjustments are determined in accordance with the provisions of this Adjustment June 2009 - May 2012 section.

For each residential retail customer participating in the RRS Program, the net balance, in dollars (\$) rounded to the cent, in such residential retail customer's individual long-term receivables account as of May 31, 2009, is increased by an amount, in \$, rounded to the cent, equal to the carrying charges expected to accrue with respect to the expected monthly balances in such account over an amortization period of thirty-six (36) months at an annual carrying charge rate of 3.25% to determine the overall amount to be recovered from such residential retail customer. One thirty-sixth of such overall amount to be recovered is the RRS Adjustment, in \$, rounded to the cent, for such residential retail customer. Notwithstanding the previous provisions of this paragraph, any such RRS Adjustment cannot be a credit.

(Continued on Sheet No. 346)

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**RIDER RRS
RESIDENTIAL RATE STABILIZATION PROGRAM**

(Continued from Sheet No. 345)

* **RRS ADJUSTMENT APPLICATION.**

A RRS Adjustment determined on a ¢/kWh basis for the Residential Non-Electric Space Heating Subclass is applied to each kilowatt-hour (kWh) delivered to each residential retail customer participating in the RRS Program to which the Residential Non-Electric Space Heating Subclass is applicable during the period of time for which such RRS Adjustment is determined, as described in this RRS Adjustment Application section. A RRS Adjustment determined on a ¢/kWh basis for the Residential Electric Space Heating Subclass is applied to each kWh delivered to each residential retail customer participating in the RRS Program to which the Residential Electric Space Heating Subclass is applicable during the period of time for which such RRS Adjustment is determined, as described in this RRS Adjustment Application section.

The total charge or credit applied in accordance with the provisions of this rider is separately stated on each such residential retail customer's monthly bill. Each such residential retail customer is also provided information on a monthly basis regarding the net balance in the individual long-term receivables account attributable to such residential retail customer and the interest rate applicable to such net balance, as well as the amount deferred by such residential retail customer or the amount paid by such residential retail customer toward the amount it deferred, as applicable.

January Application in 2009

RRS Adjustments computed in accordance with the January Adjustment 2009 section of this rider are applied, as applicable, to each kWh delivered to residential retail customers participating in the RRS Program during the period that begins with the January monthly billing period and extends through the May monthly billing period for the year 2009.

Application Beginning June 2009

RRS Adjustments computed in accordance with the Adjustment June 2009 - May 2012 section of this rider are applied on a monthly basis, as applicable, to each residential retail customer participating in the RRS Program during the period that begins with the June 2009 monthly billing period and extends through the May 2012 monthly billing period.

RRS Adjustments are not applied for the purposes of back billing or bill adjustments or any purpose whatsoever after this rider expires.

(Continued on Sheet No. 347)

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**RIDER RRS
RESIDENTIAL RATE STABILIZATION PROGRAM**

(Continued from Sheet No. 346)

* **FINAL RECONCILIATION.**

For a situation in which a residential retail customer terminates service from the Company due to the fact that such residential retail customer is vacating its premises and is not relocating to another premises in the Company's service territory, such residential retail customer's participation in the RRS Program also terminates. Upon such termination the net balance in the individual long-term receivables account attributable to such residential retail customer is determined and applied to such residential retail customer's final electric service bill.

For a situation in which a residential retail customer terminates its participation in the RRS Program in conjunction with a termination of service from the Company due to the fact that such residential retail customer vacates its premises, relocates to another premises in the Company's service territory, and does not elect to continue to participate in the RRS Program at such other premises, the net balance in the individual long-term receivables account attributable to such residential retail customer is determined and applied to such residential retail customer's final electric service bill for the premises that is being vacated.

For any other situation in which a residential retail customer terminates its participation in the RRS Program, the net balance in the individual long-term receivables account attributable to such residential retail customer is determined and applied to such residential retail customer's next monthly electric service bill.

Notwithstanding the provisions of the Application Beginning June 2009 subsection of the RRS Adjustment Application section of this rider, for a situation in which the remaining net balance in the individual long-term receivables account attributable to a residential retail customer is less than the amount that would be charged to such residential retail customer through the application of the then effective RRS Adjustment computed in accordance with the Adjustment June 2009 - May 2012 section, the net balance in the individual long-term receivables account attributable to such residential retail customer is applied to such residential retail customer's monthly electric service bill, after which such residential retail customer's participation in the RRS Program is terminated.

(Continued on Sheet No. 348)

**RIDER RRS
RESIDENTIAL RATE STABILIZATION PROGRAM**

(Continued from Sheet No. 347)

RECEIVABLES ACCOUNTS.

- * The Company must establish and maintain an individual long-term receivables account for each residential retail customer participating in the RRS Program. The amounts recorded in each such account equal the line item RRS Adjustment amounts listed on each such residential retail customer's monthly electric service bills. The amounts of all RRS Adjustments in the form of credits to the residential retail customer during the period that extends through the May 2009 monthly billing period are recorded to the individual long-term receivables account for such residential retail customer. The amounts of all RRS Adjustments in the form of charges to the residential retail customer during the period that extends through the May 2012 monthly billing period, as applicable, correspondingly reduce the balance in the individual long-term receivables account for such residential retail customer. The balance in such account earns an annual rate of return of 3.25%.

The balances in the individual long-term receivables account for all such residential retail customers are maintained in a manner such that aggregate amounts attributable to residential retail customers to which the Residential Non-Electric Space Heating Subclass is applicable are able to be separately identified from aggregate amounts attributable to residential retail customers to which the Residential Electric Space Heating Subclass is applicable. In addition, the balances in the individual long-term receivables account for all such residential retail customers are maintained in a manner such that the aggregate amount attributable to all the residential retail customers participating in the RRS Program are able to be identified.

* **REGULATORY SUBMISSIONS.**

RRS Adjustments determined in accordance with the provisions of the Adjustment June 2009 - May 2012 section of this rider, must be submitted by the Company to the ICC Staff accompanied by work papers providing documentation of the computation of such RRS Adjustments no later than June 30, 2009. In addition, such submission must be accompanied by work papers that reconcile the balance in the RAA taking into account amounts added to the RAA due to credits provided to residential retail customers.

The Company must submit a report to the ICC and its Staff each year during which this rider is in effect that provides data concerning the operation of the RRS Program and the application of this rider.

(Continued on Sheet No. 349)

**RIDER RRS
RESIDENTIAL RATE STABILIZATION PROGRAM**

(Continued from Sheet No. 348)

EARLY TERMINATION.

- * Notwithstanding the previous provisions of this rider, in a situation in which (a) the Company is assigned and there are concurrently in force at least two of the following three below investment grade ratings applicable to its senior secured credit: (1) below BBB- by Standard and Poor's, a division of the McGraw-Hill Companies, Inc., or its successors (S&P), (2) below Baa3 by Moody's Investors Service, Inc., or its successors (Moody's), (3) below BBB- by Fitch Ratings, a subsidiary of Fimalac, S.A., or its successors; (b) the Company becomes the subject of a bankruptcy proceeding; or (c) the Company experiences a force majeure event, and such situation commences prior to May 15, 2010, then the then effective RRS Adjustments are terminated and no longer applicable. For the purposes of this rider, a force majeure event means an act of God; an act of terrorists or other public enemy; expropriation or confiscation of Company facilities; compliance with any order or request of any governmental authority; act of war, rebellion, or sabotage, or damage resulting therefrom; or other incident of a catastrophic nature, provided that such force majeure event has, or threatens to have, a significant and adverse effect on the operations or finances of the Company. Such situation is deemed to commence, as applicable, on the date on which (i) any such aforementioned senior secured credit rating is assigned which results in at least two such below investment grade credit ratings being in effect concurrently, (ii) the Company becomes the subject of a bankruptcy proceeding, or (iii) the Company submits written notification to the ICC that a force majeure event, as herein defined for the purposes of this rider, has occurred.

- * If such situation commences prior to May 15, 2010, the Company terminates the application of any then effective RRS Adjustments and begins accelerated recovery of any balances in the individual long-term receivables accounts during the first monthly billing period that begins no earlier than fifteen (15) calendar days after the commencement of the situation. Such recovery is accomplished through the application of RRS Adjustments for residential retail customers participating in the RRS Program computed in a manner that corresponds with the procedure described in the Adjustment June 2009 - May 2012 section of this rider, except that such computation reflects the revised date of the start of such recovery and that the recovery period extends for twenty-four (24) monthly billing periods. Moreover, the amortization period used to determine the RRS Adjustments is correspondingly shortened. RRS Adjustments computed in accordance with this Early Termination section are applied in a manner that corresponds to the provisions of the RRS Adjustment Application and Final Reconciliation sections of this rider, as applicable, except that such application occurs during the monthly billing periods described in this Early Termination section. In a situation in which RRS Adjustments are computed and applied in accordance with this Early Termination section, this rider expires at the end of the monthly billing period during which the final RRS Adjustments are applied.

(Continued on Sheet No. 350)

**RIDER RRS
RESIDENTIAL RATE STABILIZATION PROGRAM**

(Continued from Sheet No. 349)

EARLY TERMINATION (CONTINUED).

Notwithstanding the previous provisions of this Early Termination section, this rider terminates and becomes ineffective (a) as of the date that any court enters an order reversing, remanding, or otherwise setting aside or staying the effect of the ICC's Order in Docket No. 06-0411 that approved ILL. C. C. No. 4 Rider RRS - Residential Rate Stabilization Program, or (b) on the effective date of any law, or regulatory or court order that purports to change, suspend, or otherwise impair the effectiveness, provisions, operation, or applicability of this rider. In such event, any remaining balances in the individual long-term receivables accounts are recovered as provided in Rate BES – Basic Electric Service (Rate BES), Rate BESH - Basic Electric Service Hourly Pricing (Rate BESH), and Rate RDS - Retail Delivery Service (Rate RDS).

MISCELLANEOUS GENERAL PROVISIONS.

In making the computations to determine RRS Adjustments hereunder, such computations include the application of Rider FCA - Franchise Cost Additions (Rider FCA) and Rider RCA – Retail Customer Assessments (Rider RCA), or any such rider's successor, as appropriate. The inclusion of these riders is exclusive and no other riders are included in the computations to determine RRS Adjustments under this rider.

In making the computations to determine RRS Adjustments, such computations exclude the application of the Purchased Electricity Adjustment (PEA) Factor, as described in the Monthly Charges section of Rate BES.

RRS Adjustments, in ¢/kWh, are rounded to the thousandths of a cent. RRS Adjustments, in \$, are rounded to the cent.

- * The expiration of this rider occurs no later than the end of the May 2012 monthly billing period.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**Commonwealth
Edison Company**

ELECTRICITY

**ILL. C. C. No. 10
1st Revised Sheet No. 351
(Canceling Original Sheet No. 351)**

*

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**RIDER RRTP
RESIDENTIAL REAL TIME PRICING PROGRAM**

Applicable to Rate BESH

APPLICABILITY.

This rider is applicable to a residential retail customer that takes service under Rate BESH - Basic Electric Service Hourly Pricing (Rate BESH) and that is one of the first 110,000 residential retail customers to take service under (a) Rate RDS - Retail Delivery Service (Rate RDS) with electric power and energy supply service provided by a Retail Electric Supplier (RES) under a real time pricing program that is in accordance with the Illinois Commerce Commission (ICC) Order entered December 20, 2006, in Docket No. 06-0617 or (b) Rate BESH.

PURPOSE.

The purpose of this rider is to establish a real time pricing program for residential retail customers and set forth terms and conditions of such program, pursuant to Section 16-107 of the Public Utilities Act (Act) and the ICC Order entered December 20, 2006 in Docket No. 06-0617.

DESCRIPTION OF THE PROGRAM.

Pursuant to subsection 16-107(b-15) of the Act, the Company must contract with an entity not affiliated with the Company to serve as a program administrator to develop and implement a program to provide consumer outreach, enrollment, and education concerning real time pricing and to establish and administer an information system and technical and other customer assistance that is necessary to enable residential retail customers taking service hereunder to manage electricity use. The program administrator: (a) is selected and compensated by the Company, subject to the approval of the ICC; (b) must have demonstrated technical and managerial competence in the development and administration of electric demand management programs; and (c) may develop and implement risk management, energy efficiency, and other services related to electric energy use management for which the program administrator is compensated by participants in the program receiving such services. The Company must provide the program administrator with all information and assistance necessary to perform the program administrator's duties, including, but not limited to, customer, account, and electric energy use data. The Company must permit the program administrator to include inserts in residential retail customer bills two (2) times per year to assist with residential retail customer outreach and enrollment.

Also pursuant to subsection 16-107(b-15) of the Act, the program administrator must submit an annual report to the Company no later than April 1 of each year describing the operation and results of the program, including information concerning the number and types of residential retail customers participating in a real time pricing program, changes in residential retail customers' electric energy use patterns, an assessment of the value of the program to both participants and nonparticipants, and recommendations concerning modification of the program and the tariff or tariffs filed under subsection 16-107(b-5) of the Act. Within thirty (30) calendar days of receipt, the Company must file the annual report with the ICC.

(Continued on Sheet No. 357)

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**RIDER RRTP
RESIDENTIAL REAL TIME PRICING PROGRAM**

(Continued from Sheet No. 356)

DESCRIPTION OF THE PROGRAM (CONTINUED).

Pursuant to subsection 16-107(b-20) of the Act, the ICC monitors the performance of the program established pursuant to subsection 16-107(b-15) and may order the termination or modification of the program if it determines that the program is not, after a reasonable period of time for development not to exceed four (4) years, resulting in net benefits to the residential retail customers of the Company. A proceeding must be initiated during the fourth year to address such net benefits and the termination or modification of the program.

PROGRAM ADMINISTRATOR.

The residential real time pricing program is administered by the Program Administrator, a program administrator under contract with the Company and approved for such assignment by the ICC. The role of the Program Administrator is subject to the terms of the Program Administrator Agreement (Agreement) entered into between the Company and the Program Administrator. Such Agreement also requires the approval of the ICC.

The term of the Agreement is through December 31, 2010, unless terminated earlier or extended pursuant to express written agreement of the Company and the Program Administrator. Either party may terminate the Agreement upon thirty (30) calendar days written notice for breach of a material provision or condition of the Agreement. The Agreement terminates automatically and immediately in the event that the Company is prevented, for any reason, from charging the Residential Real Time Pricing Program Cost Recovery Charge described in Rider RCA - Retail Customer Assessments (Rider RCA) and approved by the ICC in Docket No. 06-0617 for the purposes of recovering any or all of its costs relating to this program. In the event that the Agreement is terminated prior to (a) its scheduled expiration, as described in this paragraph, or (b) the termination of the residential real time pricing program, as described in the Termination section of this rider, the Company may contract with another Program Administrator for the program with the approval of the ICC.

Pursuant to the Agreement, the Program Administrator provides the services for which the Program Administrator receives compensation from the Company as described in the Description of the Program section of this rider and in Section 16-107(b-15) of the Act. For these services, the Program Administrator is paid a fixed annual fee in twelve (12) monthly installments. The Company has no obligation to provide any other compensation to the Program Administrator.

The Program Administrator is an independent contractor and not an agent of the Company. As such, the Program Administrator has no authority to bind or commit the Company, and the Company has no responsibility or liability for the actions or inaction of the Program Administrator.

The Program Administrator is required to allow the ICC, its Staff, and designated public accounting firms access to its records to permit an audit of the Program Administrator's activities pursuant to the Agreement. The Program Administrator is also required to prepare and submit any report requested by the ICC or its Staff.

(Continued on Sheet No. 358)

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**RIDER RRTP
RESIDENTIAL REAL TIME PRICING PROGRAM**

(Continued from Sheet No. 357)

TERM OF SERVICE.

A residential retail customer's term of service hereunder commences when the Company begins to provide service to the residential retail customer under Rate BESH and terminates when the residential retail customer terminates service under Rate BESH or when the residential real time pricing program is terminated, as provided in the Termination section of this tariff.

As described in the provisions provided in the Term of Service section of Rate BESH, during the effective period of this rider, a residential retail customer that elects service under Rate BESH and takes service hereunder must continue to take service under Rate BESH for a period of at least twelve (12) consecutive monthly billing periods.

TERMINATION.

The continuing effectiveness of the residential real time pricing program is contingent upon the Company's ability to recover all costs it incurs under this program on a current basis. In the event that any law, rule, regulation, judicial or administrative order or decision or other requirement of any state, federal or local government, judicial or regulatory body would have the effect of suspending, limiting or denying the Company's ability to recover fully such costs from its residential retail customers on a current basis through the process described in Rider RCA and approved by the ICC in Docket No. 06-0617, or requiring that the Company make refunds of costs previously recovered from its residential retail customers through the process described in Rider RCA and approved by the ICC in Docket No. 06-0617, then, and without any obligation on the Company's part to seek relief from such law, rule, regulation, judicial or administrative order or decision or other requirement of any state, federal or local government, judicial or regulatory body, this residential real time pricing program terminates upon the filing of a notice of termination by the Company with the ICC.

This rider is in effect until such time that the ICC orders the termination or the modification of the residential real time pricing program pursuant to subsection 16-107 (b-20) of the Act, unless terminated earlier as the result of the termination of the residential real time pricing program provided in the previous paragraph of this Termination section.

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**RIDER RRTP
RESIDENTIAL REAL TIME PRICING PROGRAM**

(Continued from Sheet No. 358)

MISCELLANEOUS GENERAL PROVISIONS.

PJM Interconnection, L.L.C. (PJM) real time locational marginal prices (LMPs) for the ComEd Zone, listed in Eastern Prevailing Time (EPT), used to determine Hourly Energy Charges described in Rate BESH are available through PJM's web site. Furthermore, the Company electronically posts on its web site indicative day-ahead hourly energy prices and indicative real time hourly energy prices determined from PJM day-ahead LMPs and real time LMPs, respectively, for the ComEd Zone. Such indicative hourly energy prices, listed in Central Prevailing Time (CPT), include adjustments for line losses and supply-related uncollectible costs incurred by the Company as described in the Hourly Energy Charges subsection of the Monthly Charges section of Rate BESH.

The indicative day-ahead hourly energy prices are posted on a day-ahead basis in the form of twenty-four (24) hourly energy prices beginning with the hour from 11:00 p.m. of the present day to 12:00 a.m. (midnight) of the following day. The indicative real time hourly energy prices are posted on a day-after basis in the form of twenty-four (24) hourly energy prices beginning with the hour from 11:00 p.m. of two days before to 12:00 a.m. (midnight) of the day before. There are twenty-three (23) hourly energy prices for the first Sunday of Central Daylight Savings Time and twenty-five (25) hourly energy prices for the first Sunday of Central Standard Time.

As described in the provisions provided in the Standard Metering section of the Metering part of General Terms and Conditions, for a residential retail customer, meter-related facilities provided by the Company in a standard metering installation include meter-related facilities adequate to measure the kilowatt-hours (kWhs) delivered to the residential retail customer. The monthly rental charges under Rider ML – Meter-Related Facilities Lease (Rider ML) are applicable to a residential retail customer taking service hereunder for meter-related facilities provided by the Company adequate to measure the kWhs delivered to the residential retail customer and rate at which such electricity is delivered for each half-hour in the monthly billing period.

The Company bears no responsibility or liability for anyone's failure or inability to access the hourly energy pricing data on either PJM's or the Company's web site for any reason. Nor does the Company bear any responsibility or liability for the accuracy of the PJM data that appears on the PJM web site or that is used to develop the data that appears on the Company's web site.

The Company is not liable for any act, omission, promise or representation of the Program Administrator. The Program Administrator has 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. The Company has no responsibility or liability for any information or advice that may be provided by the Program Administrator in connection with a residential retail customer's decision to elect service under Rate BESH.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER VLR
VOLUNTARY LOAD RESPONSE AND SYSTEM RELIABILITY PROGRAM**

Applicable to Rates BES, BESH, and RDS

AVAILABILITY.

This rider is available to any nonresidential retail customer (a) that commits to a minimum Load Reduction, as defined in the Program Provisions section of this rider, of ten kilowatts (10 kW); and (b) for which (1) meter-related facilities are provided that are able to measure the electric power and energy, in kilowatt-hours (kWhs), delivered to the nonresidential retail customer and the rate, in kilowatts (kW), at which such electric power and energy are delivered for each half hour in each monthly billing period, or (2) the Company provides a written waiver of the need for such meter-related facilities because, as determined by the Company, an acceptable alternative method for measuring such nonresidential retail customer's Load Reduction is in place and functioning properly.

Service hereunder is not restricted to nonresidential retail customers that obtain electric power and energy supply from the Company.

PROGRAM PROVISIONS.

The Voluntary Load Response and System Reliability Program (VLR Program) allows the Company to obtain temporary reductions in the electric power and energy demands on the electric delivery system located in its service territory through voluntary responses by nonresidential retail customers to Company requests for reductions in such nonresidential retail customers' electric power and energy requirements. The Company reserves the right to activate the VLR Program upon notice and for any reason, including (a) response to shortages of available capacity on the Company's distribution system, (b) response to shortages of available capacity on the transmission system located in the Company's service territory, (c) preservation of the availability of other load response resources, or (d) response to notification of an economic energy event from PJM Interconnection, L.L.C. (PJM) to a predetermined minimum strike price designated by the program participant. A nonresidential retail customer to which this rider is available that elects service hereunder is defined as a participant.

An activation of the VLR Program is defined as an event. The duration of an event is not less than two (2) hours and generally no more than eight (8) hours. Under certain circumstances, the Company may request an event to extend beyond eight (8) hours to achieve localized relief of transmission or distribution congestion. Generally, the Company expects to provide notice of no less than one (1) hour prior to any event.

The half-hourly amounts, in kW, by which a participant reduces its electric power requirements during an event are defined as such participant's Load Reductions. The Company determines a participant's Load Reductions based upon the difference between such participant's (a) estimated normal electric load profile during the event, and (b) actual electric load profile during the event. The participant's associated Energy Reductions, in kWh, equal (1) each such Load Reduction multiplied by (2) the time over which it occurred. The summation of the Energy Reductions for an event equals the participant's Total Energy Reduction, in kWh, for such event.

(Continued on Sheet No. 361)

**RIDER VLR
VOLUNTARY LOAD RESPONSE AND SYSTEM RELIABILITY PROGRAM**

(Continued from Sheet No. 360)

PROGRAM PROVISIONS (CONTINUED).

A participant or a group of participants acting collectively through a common representative (group) that commits to a minimum Load Reduction of 1,000 kW may have a customized load reduction agreement containing terms to which the Company and the participant or group mutually agree that are necessary to accommodate such participant's or group's operating limitations and requirements and to provide for payments consistent with the nature of the Load Reduction provided by such participant or group.

A participant has the right to terminate service hereunder and participation in the VLR Program at any time.

COMPENSATION.

The VLR Program's compensation structure consists of the following components:

Transmission and Distribution Response Compensation Component

For any given event, a transmission and distribution response compensation component may be offered to the participant in an amount greater than \$0.00 per kWh, with such amount determined by the Company based upon its assessment of the circumstances existing at the time of the event and the benefit expected to be provided by the participant's Load Reduction to the transmission and/or distribution systems located in the Company's service territory. Such component is multiplied by the participant's Total Energy Reduction for such event to obtain the Transmission and Distribution Response Compensation due to the participant for such event.

Economic Response Compensation Component

Each year, the Company provides each participant a minimum of three strike prices from which the participant designates a strike price to be used in determining such participant's Economic Response Compensation Component during the year. For an economic energy event designated by PJM at the participant-designated minimum strike price, an economic response compensation component determined for each hour of the event is offered to the participant, with each hourly amount equal to the hourly payment available from the PJM Economic Energy Load Response Program, or successor programs, in accordance with the applicable PJM Business Rules. The summation of (1) each such hourly component multiplied by (2) the participant's Energy Reduction in such hour, equals the Economic Response Compensation due to the participant for such event. Notwithstanding the previous provisions of this Economic Response Compensation Component subsection, the economic response compensation component is available and offered only to a participant that meets the requirements of the Economic Load Response Program as described in the PJM Open Access Transmission Tariff (OATT) or its successor.

The Company may offer either or both of the aforementioned load response compensation components depending upon the circumstances existing at the time of the event.

Any portion of a participant's Load Reduction that is already committed to the Company, PJM, or other curtailment service providers under other tariffs or contracts is not considered in the determination of the compensation due to such participant under this rider.

(Continued on Sheet No. 362)

**RIDER VLR
VOLUNTARY LOAD RESPONSE AND SYSTEM RELIABILITY PROGRAM**

(Continued from Sheet No. 361)

COMPENSATION (CONTINUED).

A participant is not eligible to receive payment of any Transmission and Distribution Response Compensation or Economic Response Compensation unless such participant meets the minimum Load Reduction of 10 kW. In determining such eligibility, the Company may consider whether there are any other circumstances under the participant's control that negate the value of the Load Reduction provided.

The Company does not assess noncompliance charges to a participant that does not provide its committed Load Reduction upon notification.

By December 31 of each year, the Company pays the participant a single payment comprised of the accrued Transmission and Distribution Response Compensation and Economic Response Compensation, as applicable, due to the participant for its Load Reductions during events that occurred in the twelve (12) month period extending through September 30 of such year.

MISCELLANEOUS GENERAL PROVISIONS.

Nothing in this rider prohibits the Company from purchasing electric power and energy from a participant in accordance with other applicable tariffs on file with the Illinois Commerce Commission (ICC) or agreements on file with the Federal Energy Regulatory Commission (FERC), in addition to acquiring load response resources from such participant hereunder.

The Company is not liable for any damage or injury, including any consequential damage, resulting from the intentional or unintentional interruption of electric service provided to a participant.

Notice provisions contained in this rider do not serve to modify the Company's rights contained in the General Terms and Conditions of the Company's Schedule of Rates.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER RESRRTP
RETAIL ELECTRIC SUPPLIER RESIDENTIAL REAL TIME PRICING PROGRAM**

Applicable to Rate RESS

AVAILABILITY.

This rider is available to any Retail Electric Supplier (RES), as defined in the Definitions part of the General Terms and Conditions of the Company's Schedule of Rates, taking service under Rate RESS - Retail Electric Supplier Service (Rate RESS), that offers a residential real time pricing program in accordance with the Illinois Commerce Commission (ICC) Order entered December 20, 2006, in Docket No. 06-0617 (RRTP Program) to residential retail customers taking service under Rate RDS - Retail Delivery Service (Rate RDS) with electric power and energy supply service provided by the RES.

PREREQUISITES FOR SERVICE.

Before commencing service hereunder, a RES must execute a Rider RESRRTP Contract Addendum. The Rider RESRRTP Contract Addendum includes a sworn statement by the RES asserting that beginning with the monthly billing period after the appropriate metering is installed at applicable residential retail customer premises, residential retail customers that so request are served by the RES under an RRTP Program, in which (a) pricing for electric power and energy supply service includes hourly energy prices that directly reflect PJM Interconnection, L.L.C. (PJM) real time locational marginal prices (LMPs) and (b) residential retail customers taking service under the RRTP Program are required to participate in such program for a period of at least twelve (12) consecutive monthly billing periods.

CONTINUING OBLIGATIONS.

Pursuant to the ICC Order entered December 20, 2006, in Docket No. 06-0617, a RES taking service hereunder is obligated to:

1. provide advance notice to the Company for each residential retail customer that requests service under an RRTP Program offered by the RES, so that appropriate metering can be installed at such residential retail customer's premises as a prerequisite of taking service under such program as it would for a residential retail customer taking service under Rate BESH - Basic Electric Service Hourly Pricing (Rate BESH);
2. provide advance notice to the Company for each residential retail customer at such time that pricing for electric power and energy supply service in such residential retail customer's contract with such RES changes to something other than RRTP Program pricing, so that the metering can be exchanged, as appropriate, as it would for a residential retail customer that has been taking service under Rate BESH and elects to take service under another applicable rate that requires different metering;
3. agree to submit to periodic audits conducted by the ICC Staff of such RES's contracts with residential retail customers participating in such RES's RRTP Program; and
4. assume financial responsibility for all charges and fees waived by the Company for any residential retail customer in the event it is determined that such residential retail customer is no longer participating in the RES's RRTP Program.

The Company must reimburse the ICC for the travel and business expenses incurred by the ICC Staff in conducting the periodic audits described in item (3) in this Continuing Obligations section.

(Continued on Sheet No. 364)

**RIDER RESRRTP
RETAIL ELECTRIC SUPPLIER RESIDENTIAL REAL TIME PRICING PROGRAM**

(Continued from Sheet No. 363)

TERM OF CONTRACT AND TERMINATION PROVISIONS.

For a RES first receiving service hereunder or resuming service hereunder after a previous termination of service hereunder, the initial term of contract between the Company and the RES is twenty-four (24) months. Upon expiration of the initial or any renewal term of contract, the term of contract is automatically renewed for a period of twelve (12) months.

A RES taking service hereunder has the right to terminate its Rider RESRRTP Contract Addendum and discontinue service hereunder at any time on at least sixty (60) days' written notice to the Company, provided, however, that in the event of such termination, all amounts due the Company are timely paid, and such RES is not eligible to take service hereunder for a period of twelve (12) consecutive months.

The Company has the right to terminate its Rider RESRRTP Contract Addendum and discontinue service to a RES hereunder if (a) the ICC modifies or terminates the RRTP Program pursuant to subsection 16-107(b-20) of the Public Utilities Act (Act); (b) such RES has its service under Rate RESS terminated; or (c) such RES fails to abide by the provision in the Continuing Obligations section of this rider. Such termination does not relieve the RES of any obligation to make any payments to the Company for amounts owed to the Company by the RES.

MISCELLANEOUS GENERAL PROVISIONS.

The Company is not liable for any act, omission, promise, or representation of any RES that takes service hereunder. The Company is not liable to any retail customer for any damages caused by any equipment installed, operated, or maintained by any entity other than the Company.

The RES is not an agent of the Company and has 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.

The RES must abide by the provisions of any applicable tariffs or contracts with the Company under which the Company provides the RES with services.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER SBO
SINGLE BILL OPTION**

Applicable to Rate RESS

AVAILABILITY.

This rider is available to Retail Electric Suppliers (RESSs), as defined in the Definitions part of the General Terms and Conditions of the Company's Schedule of Rates, taking service under Rate RESS - Retail Electric Supplier Service (Rate RESS).

PREREQUISITES OF SERVICE.

Before commencing service hereunder, a RES must comply with the following prerequisites of service. Such RES must:

1. have, and demonstrate through the successful completion of the Company's testing program, the ability to electronically accept the Company's billing information for each of the Company's retail customers to which the RES is providing billing of the Company's delivery service, and electronically accept from and transmit to the Company on a timely basis billing information and payment transaction information on a per retail customer basis for each of the Company's retail customers for which the RES is providing billing of the Company's delivery service; and
2. have, and demonstrate through the successful completion of the Company's testing program, the ability to accept from retail customers and electronically transmit via Electronic Funds Transfer (EFT) to the Company delivery service payments for the Company's retail customers for which the RES is providing billing of the Company's delivery service; and
3. have, and demonstrate through the successful completion of the Company's testing program, the ability to issue bills for each of the Company's retail customers for which the RES is providing billing of the Company's delivery service such that the bills include an identification of the Company and a listing of each charge applicable to the delivery service provided by the Company; and
4. meet all credit requirements described in the Credit Requirements section of this rider; and
5. execute a Rider SBO Contract Addendum.

CONTINUING OBLIGATIONS.

The Company is obligated to:

1. electronically submit the necessary delivery service billing information to the RES taking service hereunder for each retail customer for which the RES is providing billing of the Company's delivery service no later than one (1) business day after such retail customer's billing information is determined for the monthly billing period; and
2. determine the delivery service charges and other billing information submitted to the RES taking service hereunder; and

(Continued on Sheet No. 366)

**RIDER SBO
SINGLE BILL OPTION**

(Continued from Sheet No. 365)

CONTINUING OBLIGATIONS (CONTINUED).

3. electronically accept from the RES billing information and payment transaction information on a per retail customer basis for each of the Company's retail customers for which the RES is providing billing of the Company's delivery service; and
4. electronically accept from the RES payments for the delivery service charges and other charges received by the RES from the Company's retail customers for which the RES is providing billing of the Company's delivery service.

A RES taking service hereunder is obligated to:

1. issue bills including charges determined by the Company for delivery service to each of the Company's retail customers for which the RES is providing billing of the Company's delivery service; and
2. identify the Company as the delivery service provider on each bill the RES issues to the Company's retail customers for which the RES is providing billing of the Company's delivery service; and
3. list the individual charges and credits applicable to delivery service and other information provided by the Company on each bill the RES issues to the Company's retail customers for which the RES is providing billing of the Company's delivery service, with the understanding that exact duplication of the Company's delivery service bill is not required; and
4. include on each bill the RES issues to the Company's retail customers for which the RES is providing billing of the Company's delivery service information as required under 83 Illinois Administrative Code 410.210; and
5. electronically transmit to the Company payment transaction information for each of the Company's retail customers for which the RES is providing billing of the Company's delivery service on the night of receipt of such payment; and
6. electronically remit payments due to the Company from each of the Company's retail customers for which the RES is providing billing of the Company's delivery service in a timely manner no later than (a) one (1) business day after receipt of such payment from the retail customer; or (b) one (1) business day after the date that such payment would have been due from the retail customer if such retail customer had been billed for delivery service directly by the Company, provided that the RES pays to the Company all amounts billed by the Company for which the RES bills regardless of whether payments are actually received by the RES from retail customers; and
7. continue to meet all credit requirements described in the Credit Requirements section of this rider.

(Continued on Sheet No. 367)

**RIDER SBO
SINGLE BILL OPTION**

(Continued from Sheet No. 366)

COMPANY LOGO, TRADEMARKS, AND SERVICE MARKS.

A RES taking service under this rider is hereby licensed to reproduce on its bills to a retail customer for which it is providing single bills pursuant to this rider, without charge, those trademarks and service marks of the Company that are included in or with the billing materials submitted by the Company to the RES for that retail customer. No RES thereby obtains any right, title, or interest in, or continuing right to use, any such mark. This license grants specific and limited rights; all other rights are reserved.

CHARGES AND CREDITS.

Single Bill Credit

The Company credits the retail customer for each bill the Company submits to the RES that otherwise would be sent by the Company to such retail customer and for which the RES provides billing of the Company's delivery service under this rider:

Single Bill Credit (per bill)	\$0.54
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Notwithstanding the foregoing provisions of this Single Bill Credit subsection, the retail customer has no right to a credit during monthly billing periods in which such retail customer has a past due unpaid balance for tariffed bundled electric service, unless such retail customer has a legitimate billing dispute regarding such past due unpaid balance.

Late Remittance Charge

In the event that the RES does not remit payments as specified in the Continuing Obligations section of this rider as RES Continuing Obligation item (6), in the timely manner described therein, a late remittance charge payable in any month and accrued daily, is assessed to the RES that is equal to a monthly rate of 1.5% of the amount not remitted to the Company in such timely manner and any unpaid amounts from prior months, including previously assessed late remittance charges.

IMPLEMENTATION OF THE SINGLE BILL OPTION.

A RES is allowed to provide billing of the Company's delivery service for only those of the Company's retail customers for which the RES is providing electric power and energy supply services. A RES may elect to provide such billing for all or some of such retail customers. Notwithstanding the previous provisions of this Implementation of the Single Bill Option section, a RES is not allowed to provide billing of the Company's delivery service for any retail customer for which a portion of such retail customer's electric power and energy requirements is supplied by the Company. In addition, a RES is not allowed to provide billing of the Company's delivery service for any retail customer for which there is a past due unpaid balance for tariffed bundled electric service provided by the Company to such retail customer, unless such retail customer has a legitimate billing dispute regarding such past due unpaid balance.

(Continued on Sheet No. 368)

**RIDER SBO
SINGLE BILL OPTION**

(Continued from Sheet No. 367)

IMPLEMENTATION OF THE SINGLE BILL OPTION (CONTINUED).

The RES must notify the Company of its election of this single bill option for each of the Company's retail customers for which the RES is providing billing of the Company's delivery service by submitting a Direct Access Service Request (DASR) for each such retail customer which informs the Company of the RES's election of this single bill option for such retail customer. The election of this option for such retail customer is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided that the Company receives such DASR in accordance with the same timing requirements as provided in the Standard Switching subsection of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Electric Service part of Rate RDS - Retail Delivery Service (Rate RDS). Such effective meter reading or billing cycle date is the beginning date of the first monthly billing period for which the RES provides billing of the Company's delivery service for such retail customer. Such notification may be included in the DASR submitted in accordance with the provisions in such Standard Switching subsection which informs the Company of the retail customer's selection of such RES as the retail customer's provider of electric power and energy supply services.

In satisfying RES Continuing Obligation item (6) as specified in the Continuing Obligations section of this rider, the RES must make an annual selection of one of the two payment options stated therein in accordance with which it must remit payments due to the Company from each of the Company's retail customers for which the RES is providing billing of the Company's delivery service. Such option, as annually selected by the RES, is applicable to all payments due to the Company from all the retail customers for which the RES is providing billing of the Company's delivery service. The RES agrees that the Company has the right to draw on any bond or letter of credit established by the RES pursuant to the Credit Requirements section of this rider for any amounts due to the Company if such amounts are not timely remitted to the Company by such RES as provided in Continuing Obligation item (6) in the Continuing Obligations section of this rider as selected by such RES.

The due date for payment to the Company for any bill issued by a RES for delivery service provided by the Company is based upon the date that the Company electronically submits the billing information to the RES in accordance with the Company's Continuing Obligation item (1) in the Continuing Obligations section of this rider. Payment for such bill is not considered remitted to the Company by the retail customer until payment information applicable to such payment is received by the Company from the RES.

The RES must pay any partial payments made by any of the Company's retail customers for which the RES is providing billing of the Company's delivery service to the Company for the delivery service the Company provided to such retail customer until such partial payments completely compensate the Company for the delivery service provided by the Company to the retail customer in accordance with applicable tariffed services.

(Continued on Sheet No. 369)

**RIDER SBO
SINGLE BILL OPTION**

(Continued from Sheet No. 368)

IMPLEMENTATION OF THE SINGLE BILL OPTION (CONTINUED).

In the event that a RES terminates the single bill option service with respect to any individual retail customer for which the RES had been providing billing of the Company's delivery service, the RES must submit notification through the submission of a DASR to the Company of such termination for each such retail customer. The termination of this option for such retail customer is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided that the Company receives such DASR in accordance with the same timing requirements as provided in the Standard Switching subsection of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Electric Service part of Rate RDS. Such effective meter reading or billing cycle date is the ending date of the last monthly billing period for which the RES provides billing of the Company's delivery service for such retail customer. The RES must also pay to the Company all amounts paid by such retail customer to the RES for charges applicable to delivery service provided by the Company.

REQUIRED INFORMATION NOTICES.

The Company may be required from time to time to send information to retail customers receiving delivery service from the Company, and the Company may require that such information is to be sent with such retail customers' bills. If such retail customers receive bills from a RES for which the RES is providing billing of the Company's delivery service, the following requirements apply:

The Company is required to:

1. reimburse the RES only for the net costs that the Company avoids by not distributing such information; and
2. make the information available to the RES in the Company's standard format for distribution to retail customers for which the RES is providing billing of the Company's delivery service.

The RES is required to:

1. distribute the information as instructed by the Company to retail customers for which the RES is providing billing of the Company's delivery service; and
2. distribute the information in accordance with and subject to any law or order of any governmental agency that has the authority to specify the terms of distribution of such information.

(Continued on Sheet No. 370)

**RIDER SBO
SINGLE BILL OPTION**

(Continued from Sheet No. 369)

TERM OF CONTRACT AND TERMINATION PROVISIONS.

For a RES first receiving service hereunder or resuming service hereunder after a previous termination of service hereunder, the initial term of contract between the Company and the RES is twenty-four (24) months. Upon expiration of the initial or any renewal term of contract, the term of contract is automatically renewed for a period of twelve (12) months.

A RES taking service hereunder has the right to terminate its Rider SBO Contract Addendum and discontinue service hereunder at any time on at least sixty (60) days' written notice to the Company, provided, however, that in the event of such termination, all amounts due the Company are timely paid, and such RES is not eligible to take service hereunder for a period of twelve (12) consecutive months. In such event, the RES must submit a DASR for each of the Company's retail customers for which the RES had been providing billing of the Company's delivery service that notifies the Company that service hereunder for each such retail customer is terminated and such retail customer is to be billed for the Company's delivery service by the Company. The termination of this option for such retail customer is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided that the Company receives such DASR in accordance with the same timing requirements as provided in the Standard Switching subsection of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Electric Service part of Rate RDS. Such effective meter reading or billing cycle date is the ending date of the last monthly billing period for which the RES provides billing of the Company's delivery service for such retail customer.

The Company has the right to terminate its Rider SBO Contract Addendum and discontinue service to a RES hereunder if such RES (a) has its service under Rate RESS terminated; or (b) fails to abide by the provisions in the Continuing Obligations section of this rider. Such termination does not relieve the RES of any obligation to make any payments to the Company for amounts owed to the Company by the RES or owed to the Company by the Company's retail customers for which the RES had been providing billing of the Company's delivery service.

In the event of such termination, the RES agrees that the Company has the right to draw on any bond or letter of credit established by the RES pursuant to the Credit Requirements section of this rider for any amounts due to the Company. Any actions by the Company in accordance with such right do not act to prevent termination as herein provided.

(Continued on Sheet No. 371)

**RIDER SBO
SINGLE BILL OPTION**

(Continued from Sheet No. 370)

CREDIT REQUIREMENTS.

The RES must establish and maintain sufficient financial ability and resources to satisfy the obligation to remit to the Company monies that the RES collects under this rider. The RES may demonstrate this creditworthiness in one (1) of four (4) ways as follows:

1. The RES undertakes to post and maintain a bond or bonds issued by a surety or financial institution chartered by the United States or the State of Illinois in favor of the Company in an amount equal to fifteen percent (15%) of a good faith estimate of the total amount that the RES expects to be obliged to pay to the Company under this rider during a twelve (12) month period of time. The bonds must be conditioned on the full and timely payment of all amounts due to the Company in accordance with the terms specified in this rider. A replacement bond, in the aforementioned specified amount, must be filed with the Company every three (3) months.
2. The RES delivers an irrevocable letter of credit issued by a financial institution with a long-term obligation rating of A- or higher from Standard & Poor's, a division of the McGraw-Hill Companies, Inc., or its successor (S&P), A3 or higher from Moody's Investors Service, Inc., or its successor (Moody's), or A- or higher from Fitch Ratings, a subsidiary of Fimilac, S.A., or its successor (Fitch) in the same amount as the bond that would otherwise be required and in favor of the Company. The letter of credit must provide that a draft is to be honored in accordance with the terms specified in this rider. The initial letter must be valid for a period of not less than one (1) year after the date on which the RES begins business as a provider of electric power and energy supply services in the Company's service territory, and it must be renewed or replaced thereafter every three (3) months so long as the RES is authorized to provide electric power and energy supply services in the Company's service territory.
3. The RES maintains at least two (2) of the following commercial paper ratings: A-2 or higher from S&P, P-2 or higher from Moody's, or F-2 or higher from Fitch; or at least two (2) of the following long-term bond ratings: BBB- or higher from S&P, Baa3 or higher from Moody's, or BBB- or higher from Fitch. The RES must file updated ratings reports with the Company not less than once every three (3) months.
4. The obligations of the RES to the Company are unconditionally guaranteed by an affiliate of the RES that maintains at least two (2) of the following commercial paper ratings: A-2 or higher from S&P, P-2 or higher from Moody's, or F-2 or higher from Fitch; or at least two (2) of the following long-term bond ratings: BBB- or higher from S&P, Baa3 or higher from Moody's, or BBB- or higher from Fitch. The RES must file updated ratings reports with the Company not less than once every three (3) months.

(Continued on Sheet No. 372)

**Filed with the Illinois Commerce Commission on
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**Date Effective: January 15, 2009
Issued by A. R. Pramaggiore, Exec. Vice President
Post Office Box 805379
Chicago, Illinois 60680-5379**

**RIDER SBO
SINGLE BILL OPTION**

(Continued from Sheet No. 371)

MISCELLANEOUS GENERAL PROVISIONS.

The Company reserves the right to disconnect any of the Company's retail customers for which the RES is providing billing of the Company's delivery service if the Company does not receive payment for the tariffed services provided to such retail customer in the same manner in which the Company would be entitled to receive payment if the Company provided billing for such services itself.

The Company is not liable for any act, omission, promise, or representation of any RES that takes service hereunder or that provides or promises or represents that it will provide electric power and energy supply services or single bill services in the Company's service territory. The Company is not liable to any retail customer for any damages caused by any equipment installed, operated, or maintained by any entity other than the Company.

The RES is not an agent of the Company and has 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.

The RES must abide by the provisions of any applicable tariffs or contracts with the Company under which the Company provides the RES with services.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

**RIDER AMP-CA
ADVANCED METERING PROGRAM CUSTOMER APPLICATIONS EXPERIMENT**

Applicable to Rate BES

This experimental rider terminates on December 31, 2011. Any costs incurred by the Company associated with the development, establishment, implementation, administration, study, and evaluation of AMP Customer Applications in accordance with this experimental rider are recovered in accordance with the provisions of Rider AMP - Advanced Metering Program (Rider AMP) regardless of the status of this experimental rider.

APPLICABILITY.

This experimental rider is applicable only to (a) a maximum of twelve thousand (12,000) randomly selected residential retail customers for which the Company provides advanced meter-related facilities that are a part of the Advanced Metering Program (AMP) at the premises of such retail customers, and (b) a maximum of one thousand (1,000) randomly selected residential retail customers for which the Company does not provide such advanced meter-related facilities. Retail customers to which this experimental rider is applicable are selected for such applicability in accordance with the provisions of the Random Selection Process section of this experimental rider.

Notwithstanding the previous provisions of this Applicability section, this experimental rider is not applicable to any retail customer that is taking service under Rider AC - Residential Air Conditioner Load Cycling Program (Rider AC), Rider POG - Parallel Operation of Retail Customer Generating Facilities (Rider POG), or Rider POGNM - Parallel Operation of Retail Customer Generating Facilities with Net Metering (Rider POGNM).

PURPOSE.

The purpose of this experimental rider is to allow the Company, on a short-term and limited basis, to develop, establish, implement, administer, study, and evaluate AMP Customer Applications, as defined in the Definitions section of this experimental rider.

(Continued on Sheet No. 374)

**RIDER AMP-CA
ADVANCED METERING PROGRAM CUSTOMER APPLICATIONS EXPERIMENT**

(Continued from Sheet No. 373)

DEFINITIONS.

The following definitions are for use in this experimental rider.

Advanced In-Home Display

Advanced In-Home Display (Advanced IHD) means a device that displays a retail customer's real time electricity usage data in various units of measurement. Such device also provides graphical displays of such usage data and automated updates of the pricing applicable to such usage.

Advanced Metering Program

Advanced Metering Program (AMP) means the scaled deployment of advanced metering infrastructure approved by the Illinois Commerce Commission (ICC) in its Final Order in Docket No. 07-0566, entered September 10, 2008, for which capital investments are made to design and implement such deployment as approved by the ICC in accordance with the provisions of the Approval Process section of Rider AMP. The AMP also includes AMP Customer Applications.

AMP Customer Applications

AMP Customer Applications mean various combinations of technology, pricing programs, and support activities for retail customers that are associated with the AMP as approved by the ICC.

AMP Web Site

AMP Web Site means a secure internet location made accessible to each retail customer to which any AMP Customer Application, except AMP Customer Application F1, AMP Customer Application F2, AMP Customer Application F3, or AMP Customer Application F4, is applicable. Information provided at such secure internet location includes time based electricity usage data presented in comparative, graphical, and textual formats over various periods of time and in various units of measurement. Such data are not provided on a real time basis. Each such retail customer must be provided with access to such secure internet location prior to the start of such retail customer's June 2010 monthly billing period.

Basic In-Home Display

Basic In-Home Display (Basic IHD) means a device that displays a retail customer's real time electricity usage data in various units of measurement. Such device also provides notifications of changes in pricing applicable to such usage.

(Continued on Sheet No. 375)

**RIDER AMP-CA
ADVANCED METERING PROGRAM CUSTOMER APPLICATIONS EXPERIMENT**

(Continued from Sheet No. 374)

DEFINITIONS (CONTINUED).

Critical Peak Period

Critical Peak Period means certain designated hours in a week day during which the Company attempts to obtain temporary reductions in the electric power and energy demands on the electric delivery system located in its service territory through responses by retail customers to Company requests for reductions in such retail customers' electric power and energy requirements. Such retail customers include at least those retail customers taking service hereunder to which the demand response pricing AMP Customer Applications are applicable. The Company may designate a Critical Peak Period for any reason, including, but not limited to, (a) a response to shortages of available capacity on the Company's distribution system, (b) a response to shortages of available capacity on the transmission system located in the Company's service territory, or (c) the preservation of the availability of other load response resources. A Critical Peak Period begins at 1:00 p.m. Central Prevailing Time (CPT) and extends until 5:00 p.m. CPT. No more than ten (10) Critical Peak Periods may be designated. No Critical Peak Period may be designated before June 1, 2010, or after September 30, 2010.

Final Survey

Final survey means a series of questions pertaining to behaviors and attitudes with respect to electricity usage, demographic attributes, and other evaluation criteria answered by a retail customer to which an AMP Customer Application has been applicable to assess changes in behaviors with respect to electricity usage and the validity of the application of such AMP Customer Application.

Initial Survey

Initial survey means a series of questions pertaining to behaviors and attitudes with respect to electricity usage, demographic attributes, and other evaluation criteria answered by a retail customer to which an AMP Customer Application may become applicable.

Monitoring Survey

Monitoring survey means a series of questions pertaining to behaviors and attitudes with respect to electricity usage, demographic attributes, and other evaluation criteria answered by a retail customer to which an AMP Customer Application is applicable to assess changes in behaviors with respect to electricity usage and the validity of such AMP Customer Application. Monitoring surveys are conducted on an ongoing basis.

Post Installation Survey

Post installation survey means a series of questions pertaining to equipment installed at a retail customer's premises answered by such retail customer to which a relevant AMP Customer Application is applicable to assess aspects of the installation and the retail customer's behavioral intentions with respect to electricity usage and such equipment.

(Continued on Sheet No. 376)

**RIDER AMP-CA
ADVANCED METERING PROGRAM CUSTOMER APPLICATIONS EXPERIMENT**

(Continued from Sheet No. 375)

DEFINITIONS (CONTINUED).

Programmable Communicating Thermostat

Programmable Communicating Thermostat (PCT) means a device or devices that (a) automatically sets indoor temperatures at a retail customer's premises at various times, (b) may be remotely controlled by the Company with a feature that allows such retail customer to override such remote control, (c) displays the retail customer's real time electricity usage data in various units of measurement, and (d) provides notifications or updates of changes in pricing applicable to such usage.

Week Day

Week day means any Monday, Tuesday, Wednesday, Thursday, or Friday that is not a day designated as a holiday by the North American Electric Reliability Corporation (NERC).

Weekend Day

Weekend day means any day that is not a week day.

Other terms used in this experimental rider are as defined in the Definitions part of the General Terms and Conditions of the Company's Schedule of Rates.

(Continued on Sheet No. 377)

**RIDER AMP-CA
ADVANCED METERING PROGRAM CUSTOMER APPLICATIONS EXPERIMENT**

(Continued from Sheet No. 376)

RANDOM SELECTION PROCESS.

Each retail customer for which the Company provides advanced meter-related facilities that are a part of the AMP at such retail customer's premises must be randomly categorized by one (1) and only one (1) of the twenty-two (22) AMP Customer Applications that include the provision of such advanced meter-related facilities. Each such group of categorized retail customers is the population pool for the corresponding AMP Customer Application. For each such AMP Customer Application, after the retail customers in the population pool for such AMP Customer Application are determined, the Company must randomly assign each such retail customer included in such population pool into one (1) and only one (1) of ten (10) evenly populated groups. Each such further segmented group of retail customers is a wave for the corresponding AMP Customer Application. The Company must sequentially order such waves through a random assignment process. The Company must also sequentially order the retail customers in each such wave through a random assignment process. Notwithstanding the previous provisions of this paragraph, the Company cannot assign a retail customer to AMP Customer Application E1, AMP Customer Application E2, or AMP Customer Application E3 unless such retail customer has resided at such retail customer's premises for a period of at least five (5) years prior to the initial effective date of this rider.

For each AMP Customer Application, the Company then must concurrently notify each retail customer included in the first wave of such AMP Customer Application that this experimental rider is to become applicable to such retail customer. Such notification is made via a letter sent to such retail customer by the Company. Any retail customer so notified by the Company may refuse to take service under this experimental rider. In the event that any such retail customer refuses to take service under this experimental rider, the Company must notify retail customers in sequential order in the ordered subsequent waves corresponding to such AMP Customer Application until a sufficient number of retail customers categorized by such AMP Customer Application are taking service under this experimental rider, provided the Company does not exceed the total applicable maximum number of retail customers to which this experimental rider may be applicable. The notification of retail customers in accordance with the provisions of this paragraph must be completed prior to the beginning of the Company's June 2010 monthly billing cycle.

The Company must also randomly select retail customers for which the Company does not provide advanced meter-related facilities to take service under this experimental rider and for which either AMP Customer Application F1 or AMP Customer Application F2 is to be applicable. The Company must randomly select such retail customers until a sufficient number of retail customers assigned to the relevant AMP Customer Application are taking service under this experimental rider, provided the Company does not exceed the total applicable maximum number of retail customers to which this experimental rider may be applicable. Such selection must be completed prior to the beginning of the Company's June 2010 monthly billing cycle.

(Continued on Sheet No. 378)

**RIDER AMP-CA
ADVANCED METERING PROGRAM CUSTOMER APPLICATIONS EXPERIMENT**

(Continued from Sheet No. 377)

AMP CUSTOMER APPLICATIONS.

There are a total of twenty-four (24) AMP Customer Applications. Each such AMP Customer Application is a different combination of one or more technologies, pricing programs, and support activities for retail customers that is associated with the AMP and approved by the ICC. An AMP Customer Application cannot be applicable to an individual retail customer to which a different AMP Customer Application is or has previously been applicable.

- * For each AMP Customer Application, the Company must attempt to conduct an initial survey of each retail customer to which such AMP Customer Application is to become applicable. After the retail customer completes such initial survey, such retail customer receives a single credit of \$15.00 from the Company on a subsequent monthly bill for electric service.

For AMP Customer Applications that include the provision of advanced meter-related facilities that are part of the AMP at the retail customer's premises, the Company must attempt to conduct a post installation survey of a random sample of the retail customers to which any such AMP Customer Application is applicable following the installation of such advanced meter-related facilities.

For AMP Customer Applications under which the Company must offer to provide an Advanced IHD or a PCT at the retail customer's premises, the Company must attempt to conduct a post installation survey of a random sample of the retail customers to which any such AMP Customer Application is applicable following the installation of such device.

For each AMP Customer Application, the Company must attempt to conduct monitoring surveys of random samples of the retail customers to which such AMP Customer Application is applicable.

For each AMP Customer Application, the Company must attempt to conduct a final survey of each retail customer to which such AMP Customer Application is or has been applicable, including each such retail customer that elects to terminate service under Rate BES - Basic Electric Service (Rate BES) and switch to Rate RDS - Retail Delivery Service (Rate RDS). After the retail customer completes such final survey, such retail customer receives a single credit of \$15.00 from the Company on a subsequent monthly bill for electric service. Notwithstanding the provisions of the previous sentence, if such retail customer had also completed an initial survey, such single credit is \$35.00, instead of \$15.00. All such final surveys must be completed no later than July 31, 2011.

(Continued on Sheet No. 379)

**RIDER AMP-CA
ADVANCED METERING PROGRAM CUSTOMER APPLICATIONS EXPERIMENT**

(Continued from Sheet No. 378)

AMP CUSTOMER APPLICATIONS (CONTINUED).

In accordance with certain AMP Customer Applications, for each such AMP Customer Application the Company must provide a Basic IHD to each retail customer in a group of randomly selected retail customers to which such AMP Customer Application is applicable at no cost to each such retail customer. For the remaining retail customers to which such AMP Customer Application is applicable, the Company must offer to provide a Basic IHD to each such retail customer in exchange for a payment of \$42.00 from each such retail customer.

In accordance with certain AMP Customer Applications, for each such AMP Customer Application the Company must offer to provide an Advanced IHD to each retail customer in a group of randomly selected retail customers to which such AMP Customer Application is applicable at no cost to each such retail customer. For the remaining retail customers to which such AMP Customer Application is applicable, the Company must offer to provide an Advanced IHD to each such retail customer in exchange for a payment of \$84.00 from each such retail customer.

- * In accordance with certain AMP Customer Applications, for each such AMP Customer Application the Company must offer to provide a PCT to each retail customer to which such AMP Customer Application is applicable at no cost to each such retail customer.
- * In the event that a Basic IHD or Advanced IHD is provided to a retail customer in exchange for a payment from such retail customer, the retail customer may elect to make such payment in equal monthly installments of \$3.50 or \$7.00 over twelve (12) months for such Basic IHD or Advanced IHD, respectively.

For each AMP Customer Application other than control AMP Customer Applications, the Company must provide education to each retail customer to which such AMP Customer Application is applicable regarding the relevant pricing provisions applicable to such retail customer under this experimental rider.

For each AMP Customer Application for which the Company must provide or offer to provide a Basic IHD, Advanced IHD, or PCT, the Company must provide education to each retail customer to which such AMP Customer Application is applicable regarding the relevant device.

A retail customer for which a Basic IHD, Advanced IHD, or PCT has been provided may elect to have such device removed. In the event that such retail customer makes such election, the Company must remove such device at no cost to the retail customer.

In the event that a retail customer for which a Basic IHD, Advanced IHD, or PCT has been provided elects to terminate service under Rate BES and switch to Rate RDS, and such device is able to be utilized by such retail customer for the electric power and energy supply service it procures from a Retail Electric Supplier (RES), the Company must modify such device to enable that usage, to the extent practical.

(Continued on Sheet No. 380)

**RIDER AMP-CA
ADVANCED METERING PROGRAM CUSTOMER APPLICATIONS EXPERIMENT**

(Continued from Sheet No. 379)

AMP CUSTOMER APPLICATIONS (CONTINUED).

The Company must monitor each retail customer to which this experimental rider is applicable. Through such monitoring, the Company must ensure that any credit action taken by the Company with respect to any such retail customer is not related to any pricing structure applied in accordance with the provisions of this experimental rider.

AMP Customer Applications - Control

There are two (2) control AMP Customer Applications: AMP Customer Application F1 and AMP Customer Application F3. A retail customer to which a control AMP Customer Application is applicable is not provided with (a) educational or support activities pertaining to energy efficiency, demand response, or load shifting developed specifically for use with the AMP Customer Applications, (b) access to the AMP Web Site, (c) a Basic IHD, (d) an Advanced IHD, or (e) a PCT. All the provisions of Rate BES apply to such retail customer.

For a retail customer to which AMP Customer Application F1 is applicable, the Company does not provide (a) advanced meter-related facilities at such retail customer's premises, or (b) educational or support activities associated with the AMP.

For a retail customer to which AMP Customer Application F3 is applicable, the Company provides (a) advanced meter-related facilities that are part of the AMP at such retail customer's premises, and (b) only basic information pertaining to advanced meter-related facilities associated with the AMP.

(Continued on Sheet No. 381)

**RIDER AMP-CA
ADVANCED METERING PROGRAM CUSTOMER APPLICATIONS EXPERIMENT**

(Continued from Sheet No. 380)

AMP CUSTOMER APPLICATIONS (CONTINUED).

AMP Customer Applications - Fixed Pricing

There are five (5) fixed pricing AMP Customer Applications: AMP Customer Application F2, AMP Customer Application F4, AMP Customer Application F5, AMP Customer Application F6, and AMP Customer Application F7. A retail customer to which any fixed pricing AMP Customer Application is applicable is provided with educational and support activities pertaining to energy efficiency, demand response, and load shifting developed specifically for use with the AMP Customer Applications. All the provisions of Rate BES apply to such retail customer.

For a retail customer to which AMP Customer Application F2 is applicable, the Company does not provide (a) advanced meter-related facilities at such retail customer's premises, or (b) educational or support activities associated with the AMP.

For a retail customer to which AMP Customer Application F4 is applicable, the Company provides (a) advanced meter-related facilities that are part of the AMP at such retail customer's premises; and (b) educational and support activities pertaining to advanced meter-related facilities associated with the AMP.

For a retail customer to which AMP Customer Application F5 is applicable, the Company provides (a) advanced meter-related facilities that are part of the AMP at such retail customer's premises; (b) educational and support activities pertaining to advanced meter-related facilities associated with the AMP; and (c) access to the AMP Web Site.

For a retail customer to which AMP Customer Application F6 is applicable, the Company provides (a) advanced meter-related facilities that are part of the AMP at such retail customer's premises; (b) educational and support activities pertaining to advanced meter-related facilities associated with the AMP; and (c) access to the AMP Web Site. For such retail customer the Company must provide at no cost to such retail customer or offer to provide in exchange for a payment from such retail customer, as applicable, a Basic IHD.

For a retail customer to which AMP Customer Application F7 is applicable, the Company provides (a) advanced meter-related facilities that are part of the AMP at such retail customer's premises; (b) educational and support activities pertaining to advanced meter-related facilities associated with the AMP; and (c) access to the AMP Web Site. For such retail customer the Company must offer to provide at no cost to such retail customer or in exchange for a payment from such retail customer, as applicable, an Advanced IHD.

(Continued on Sheet No. 382)

**RIDER AMP-CA
ADVANCED METERING PROGRAM CUSTOMER APPLICATIONS EXPERIMENT**

(Continued from Sheet No. 381)

AMP CUSTOMER APPLICATIONS (CONTINUED).

AMP Customer Applications - Efficiency Pricing

There are three (3) efficiency pricing AMP Customer Applications: AMP Customer Application E1, AMP Customer Application E2, and AMP Customer Application E3. A retail customer to which any efficiency pricing AMP Customer Application is applicable is provided with (a) educational and support activities pertaining to energy efficiency, demand response, and load shifting developed specifically for use with the AMP Customer Applications; and (b) advanced meter-related facilities that are part of the AMP at such retail customer's premises; and (c) educational and support activities pertaining to advanced meter-related facilities associated with the AMP; and (d) access to the AMP Web Site.

The provisions of the Purchased Electricity Charges subsection of the Monthly Charges section of Rate BES do not apply to a retail customer to which any efficiency pricing AMP Customer Application is applicable. Instead, Electricity Supply Charges, in cents per kilowatt-hour (¢/kWh), rounded to the thousandths of a cent, are determined and are applicable to kilowatt-hours (kWhs) provided to the retail customer in accordance with the following provisions described in this AMP Customer Applications - Efficiency Pricing subsection.

A Summer Consumption, in kWhs, is determined for the retail customer. Such Summer Consumption is equal to (a) the total kWhs provided to the retail customer by the Company during the June, July, August, and September monthly billing periods in the years 2005 through 2009, multiplied by (b) 0.05, and (c) adjusted to be reflective of such retail customer's monthly consumption in such months under normal weather conditions, as applicable. The Electricity Supply Charges applicable to kWhs provided to the retail customer during each of the June, July, August, and September monthly billing periods in 2010 are determined in accordance with the following paragraph.

For the first 20% of the Summer Consumption provided during the monthly billing period, the Electricity Supply Charge equals the relevant Summer Purchased Electricity Charge (PEC) listed in the currently effective Informational Sheet No. 1 in the Company's Schedule of Rates multiplied by 0.50. For the next 70% of the Summer Consumption provided during the monthly billing period, the Electricity Supply Charge equals the relevant Summer PEC listed in the currently effective Informational Sheet No. 1 in the Company's Schedule of Rates. For the next 10% of the Summer Consumption provided during the monthly billing period, the Electricity Supply Charge equals the relevant Summer PEC listed in the currently effective Informational Sheet No. 1 in the Company's Schedule of Rates multiplied by 2.00. For all kWhs over 100% of the Summer Consumption provided during the monthly billing period, the Electricity Supply Charge equals the relevant Summer PEC listed in the currently effective Informational Sheet No. 1 in the Company's Schedule of Rates.

A Shoulder Consumption, in kWhs, is determined for the retail customer. Such Shoulder Consumption is equal to (a) the total kWhs provided to the retail customer by the Company during the April, May, October, and November monthly billing periods in the years 2005 through 2009, multiplied by (b) 0.05, and (c) adjusted to be reflective of such retail customer's monthly consumption in such months under normal weather conditions, as applicable. The Electricity Supply Charges applicable to kWhs provided to the retail customer during each of the October and November monthly billing periods in 2010 and each of the April and May monthly billing periods in 2011 are determined in accordance with the following paragraph.

(Continued on Sheet No. 383)

**RIDER AMP-CA
ADVANCED METERING PROGRAM CUSTOMER APPLICATIONS EXPERIMENT**

(Continued from Sheet No. 382)

AMP CUSTOMER APPLICATIONS (CONTINUED).

AMP Customer Applications - Efficiency Pricing (Continued)

For the first 20% of the Shoulder Consumption provided during the monthly billing period, the Electricity Supply Charge equals the relevant Nonsummer PEC listed in the currently effective Informational Sheet No. 1 in the Company's Schedule of Rates multiplied by 0.50. For the next 70% of the Shoulder Consumption provided during the monthly billing period, the Electricity Supply Charge equals the relevant Nonsummer PEC listed in the currently effective Informational Sheet No. 1 in the Company's Schedule of Rates. For the next 10% of the Shoulder Consumption provided during the monthly billing period, the Electricity Supply Charge equals the relevant Nonsummer PEC listed in the currently effective Informational Sheet No. 1 in the Company's Schedule of Rates multiplied by 2.00. For all kWhs over 100% of the Shoulder Consumption provided during the monthly billing period, the Electricity Supply Charge equals the relevant Nonsummer PEC listed in the currently effective Informational Sheet No. 1 in the Company's Schedule of Rates.

A Winter Consumption, in kWhs, is determined for the retail customer. Such Winter Consumption is equal to (a) the total kWhs provided to the retail customer by the Company during the January, February, March, and December monthly billing periods in the years 2005 through 2009, multiplied by (b) 0.05, and (c) adjusted to be reflective of such retail customer's monthly consumption in such months under normal weather conditions, as applicable. The Electricity Supply Charges applicable to kWhs provided to the retail customer during the December monthly billing period in 2010 and each of the January, February, and March monthly billing periods in 2011 are determined in accordance with the following paragraph.

For the first 20% of the Winter Consumption provided during the monthly billing period, the Electricity Supply Charge equals the relevant Nonsummer PEC listed in the currently effective Informational Sheet No. 1 in the Company's Schedule of Rates multiplied by 0.50. For the next 70% of the Winter Consumption provided during the monthly billing period, the Electricity Supply Charge equals the relevant Nonsummer PEC listed in the currently effective Informational Sheet No. 1 in the Company's Schedule of Rates. For the next 10% of the Winter Consumption provided during the monthly billing period, the Electricity Supply Charge equals the relevant Nonsummer PEC listed in the currently effective Informational Sheet No. 1 in the Company's Schedule of Rates multiplied by 2.00. For all kWhs over 100% of the Winter Consumption provided during the monthly billing period, the Electricity Supply Charge equals the relevant Nonsummer PEC listed in the currently effective Informational Sheet No. 1 in the Company's Schedule of Rates.

Notwithstanding the previous provisions of this AMP Customer Applications - Efficiency Pricing subsection, in the event that insufficient historical kWh consumption data exist for the retail customer, a Summer Consumption, a Shoulder Consumption, and a Winter Consumption are determined for such retail customer based upon available consumption data pertaining to such retail customer.

All other provisions of Rate BES apply to the retail customer.

For a retail customer to which AMP Customer Application E2 is applicable, the Company must provide at no cost to such retail customer or offer to provide in exchange for a payment from such retail customer, as applicable, a Basic IHD.

For a retail customer to which AMP Customer Application E3 is applicable, the Company must offer to provide at no cost to such retail customer or in exchange for a payment from such retail customer, as applicable, an Advanced IHD.

(Continued on Sheet No. 384)

**RIDER AMP-CA
ADVANCED METERING PROGRAM CUSTOMER APPLICATIONS EXPERIMENT**

(Continued from Sheet No. 383)

AMP CUSTOMER APPLICATIONS (CONTINUED).

AMP Customer Applications - Load Shift Pricing

There are six (6) load shift pricing AMP Customer Applications: AMP Customer Application L1, AMP Customer Application L2, AMP Customer Application L3, AMP Customer Application L4, AMP Customer Application L5, and AMP Customer Application L6. A retail customer to which any load shift pricing AMP Customer Application is applicable is provided with (a) educational and support activities pertaining to energy efficiency, demand response, and load shifting developed specifically for use with the AMP Customer Applications; and (b) advanced meter-related facilities that are part of the AMP at such retail customer's premises; and (c) educational and support activities pertaining to advanced meter-related facilities associated with the AMP; and (d) access to the AMP Web Site.

The provisions of the Purchased Electricity Charges subsection of the Monthly Charges section of Rate BES do not apply to a retail customer to which any load shift pricing AMP Customer Application is applicable. Instead, Electricity Supply Charges are determined and are applicable to kWhs provided to the retail customer in accordance with the following provisions described in this AMP Customer Applications - Load Shift Pricing subsection.

Real Time Pricing

For a retail customer to which AMP Customer Application L1, AMP Customer Application L2, or AMP Customer Application L3 is applicable, Electricity Supply Charges (ESC_H s) are determined in accordance with the following equation. Each ESC_H is applied to each kWh provided to the retail customer during the hour in the monthly billing period for which such ESC_H is determined.

$$ESC_H = BHP_H + ADJ_D$$

Where:

- ESC_H = Electricity Supply Charge, in ¢/kWh, rounded to the thousandths of a cent, applied to each kWh provided to the retail customer during the hour, H, in the monthly billing period for which such charge is determined.
- BHP_H = Basic Hourly Price, in ¢/kWh, rounded to the thousandths of a cent, determined for hour, H, in the monthly billing period in accordance with the applicable equation in this Real Time Pricing clause.
- ADJ_D = Hourly Adjustment, in ¢/kWh, rounded to the thousandths of a cent, determined for the day, D, in which hour, H, occurs in the monthly billing period in accordance with the applicable equation in this Real Time Pricing clause.

(Continued on Sheet No. 385)

**RIDER AMP-CA
ADVANCED METERING PROGRAM CUSTOMER APPLICATIONS EXPERIMENT**

(Continued from Sheet No. 384)

AMP CUSTOMER APPLICATIONS (CONTINUED).

AMP Customer Applications - Load Shift Pricing (Continued)

Real Time Pricing (Continued)

In order to determine each ESC_H , each BHP_H is determined in accordance with the following equation:

$$BHP_H = DALMP_H \times \frac{1MWh}{1,000 kWh} \times \frac{100 \text{ ¢}}{\$1} \times UF \times (1 + DLF)$$

Where:

$DALMP_H$ = Day Ahead Locational Marginal Price, in dollars per megawatt-hour (\$/MWh), equal to the PJM Interconnection, L. L. C. (PJM) Day Ahead Locational Marginal Price for the ComEd Zone for hour, H.

UF = Uncollectible Factor, in decimal format, to adjust for applicable uncollectible costs incurred by the Company and equal to the relevant uncollectible factor listed in Rider UF - Uncollectible Factors (Rider UF).

DLF = Distribution Loss Factor, in decimal format, to adjust for losses on the distribution system located in the Company's service territory and equal to the relevant distribution loss factor provided in Rate RDS.

In order to determine each ESC_H , each ADJ_D is determined in accordance with the following equation:

$$ADJ_D = \frac{\sum_H [(PEC - BHP_H) \times CEP_H]}{\sum_H CEP_H}$$

Where:

\sum_H = Summation over all the hours in day, D.

PEC = Purchased Electricity Charge, in ¢/kWh, equal to the relevant Purchased Electricity Charge listed in the currently effective Informational Sheet No. 1 in the Company's Schedule of Rates.

CEP_H = Class Energy Profile, in kWhs, equal to the kWh consumption associated with hour, H, in the representative class average load profile for the delivery class that is applicable to the retail customer.

(Continued on Sheet No. 386)

**RIDER AMP-CA
ADVANCED METERING PROGRAM CUSTOMER APPLICATIONS EXPERIMENT**

(Continued from Sheet No. 385)

AMP CUSTOMER APPLICATIONS (CONTINUED).

AMP Customer Applications - Load Shift Pricing (Continued)

*

Time of Use Pricing

For a retail customer to which AMP Customer Application L4, AMP Customer Application L5, or AMP Customer Application L6 is applicable, a Summer Peak Electricity Supply Charge (Summer Peak ESC), in ¢/kWh, rounded to the thousandths of a cent, is applicable to each kWh provided to the retail customer during TOU Summer Peak Periods. Such Summer Peak ESC equals (a) the market-based price for electricity, in ¢/kWh, rounded to the thousandths of a cent, corresponding to such hours and is derived from publicly available market data published at least ten (10) days prior to the beginning of the Company's June 2010 monthly billing cycle plus (b) 2.0 ¢/kWh. For such retail customer, a Summer Off-Peak ESC, in ¢/kWh, rounded to the thousandths of a cent, is applicable to each kWh provided to the retail customer during TOU Summer Off-Peak Periods. Such Summer Off-Peak ESC is determined in accordance with the following equation:

$$\text{Summer Off - Peak ESC} = \frac{\sum_{\text{SH}} [\text{PEC} \times \text{CEP}_H] - \sum_{\text{SPH}} [\text{Summer Peak ESC} \times \text{CEP}_H]}{\sum_{\text{SOH}} \text{CEP}_H}$$

Where:

\sum_{SH} = Summation over all the hours in the months of June, July, August, and September in 2010.

\sum_{SPH} = Summation over all the hours from 1:00 p.m. until 5:00 p.m. CPT Monday through Friday except on days designated as holidays by the North American Electric Reliability Corporation (NERC) in the months of June, July, August, and September in 2010.

\sum_{SOH} = Summation over all other hours in the months of June, July, August, and September in 2010.

TOU Summer Peak Periods mean the hours from 1:00 p.m. until 5:00 p.m. CPT Monday through Friday except on days designated as holidays by the NERC during the June, July, August, and September monthly billing periods in 2010. TOU Summer Off-Peak Periods mean all other hours during the June, July, August, and September monthly billing periods in 2010.

(Continued on Sheet No. 387)

**RIDER AMP-CA
ADVANCED METERING PROGRAM CUSTOMER APPLICATIONS EXPERIMENT**

(Continued from Sheet No. 386)

AMP CUSTOMER APPLICATIONS (CONTINUED).

AMP Customer Applications - Load Shift Pricing (Continued)

*

Time of Use Pricing (Continued)

For a retail customer to which AMP Customer Application L4, AMP Customer Application L5, or AMP Customer Application L6 is applicable, a Nonsummer Peak Electricity Supply Charge (Nonsummer Peak ESC), in ¢/kWh, rounded to the thousandths of a cent, is applicable to each kWh provided to the retail customer during TOU Nonsummer Peak Periods. Such Nonsummer Peak ESC equals (a) the market-based price for electricity, in ¢/kWh, rounded to the thousandths of a cent, corresponding to such hours and is derived from publicly available market data published at least ten (10) days prior to the beginning of the Company's June 2010 monthly billing cycle plus (b) 2.0 ¢/kWh. For such retail customer, a Nonsummer Off-Peak ESC, in ¢/kWh, rounded to the thousandths of a cent, is applicable to each kWh provided to the retail customer during TOU Nonsummer Off-Peak Periods. Such Nonsummer Off-Peak ESC is determined in accordance with the following equation:

$$\text{Nonsummer Off - Peak ESC} = \frac{\sum_{\text{NH}} [\text{PEC} \times \text{CEP}_H] - \sum_{\text{NPH}} [\text{Nonsummer Peak ESC} \times \text{CEP}_H]}{\sum_{\text{NOH}} \text{CEP}_H}$$

Where:

\sum_{NH} = Summation over all the hours in the months of October, November and December in 2010 and January, February, March, April, and May in 2011.

\sum_{NPH} = Summation over all the hours from 1:00 p.m. until 5:00 p.m. CPT Monday through Friday except on days designated as holidays by the NERC in the months of October, November and December in 2010 and January, February, March, April, and May in 2011.

\sum_{NOH} = Summation over all other hours in the months of October, November and December in 2010 and January, February, March, April, and May in 2011.

TOU Nonsummer Peak Periods mean the hours from 1:00 p.m. until 5:00 p.m. CPT, Monday through Friday except on days designated as holidays by the NERC during the October, November and December monthly billing periods in 2010 and January, February, March, April, and May monthly billing periods in 2011. TOU Nonsummer Off-Peak Periods mean all other hours during the October, November and December monthly billing periods in 2010 and January, February, March, April, and May monthly billing periods in 2011.

(Continued on Sheet No. 388)

**RIDER AMP-CA
ADVANCED METERING PROGRAM CUSTOMER APPLICATIONS EXPERIMENT**

(Continued from Sheet No. 387)

AMP CUSTOMER APPLICATIONS (CONTINUED).

AMP Customer Applications - Load Shift Pricing (Continued)

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Time of Use Pricing (Continued)

The Summer Peak ESCs, Summer Off-Peak ESCs, Nonsummer Peak ESCs, and Nonsummer Off-Peak ESCs determined in accordance with this Time of Use Pricing clause must be filed by the Company with the ICC for informational purposes no later than May 25, 2010. Such informational filing must be accompanied by supporting work papers and documentation. An informational filing of such Summer Peak ESCs, Summer Off-Peak ESCs, Nonsummer Peak ESCs, and Nonsummer Off-Peak ESCs after May 25, 2010, is acceptable only if such filing corrects an error or errors from timely filed Summer Peak ESCs, Summer Off-Peak ESCs, Nonsummer Peak ESCs, and Nonsummer Off-Peak ESCs. Any other such informational filing after May 25, 2010, is acceptable only if such filing is made in accordance with the special permission request provisions of Section 9-201(a) of the Public Utilities Act (Act).

All other provisions of Rate BES apply to the retail customer.

For a retail customer to which AMP Customer Application L2 or AMP Customer Application L5 is applicable, the Company must provide at no cost to such retail customer or offer to provide in exchange for a payment from such retail customer, as applicable, a Basic IHD.

For a retail customer to which AMP Customer Application L3 or AMP Customer Application L6 is applicable, the Company must offer to provide at no cost to such retail customer or in exchange for a payment from such retail customer, as applicable, an Advanced IHD.

AMP Customer Applications - Demand Response Pricing

There are eight (8) demand response pricing AMP Customer Applications: AMP Customer Application D1, AMP Customer Application D2, AMP Customer Application D3, AMP Customer Application D4, AMP Customer Application D5, AMP Customer Application D6, AMP Customer Application D7, and AMP Customer Application D8. A retail customer to which any demand response pricing AMP Customer Application is applicable is provided with (a) educational and support activities pertaining to energy efficiency, demand response, and load shifting developed specifically for use with the AMP Customer Applications; and (b) advanced meter-related facilities that are part of the AMP at such retail customer's premises; and (c) educational and support activities pertaining to advanced meter-related facilities associated with the AMP; and (d) access to the AMP Web Site.

(Continued on Sheet No. 389)

**RIDER AMP-CA
ADVANCED METERING PROGRAM CUSTOMER APPLICATIONS EXPERIMENT**

(Continued from Sheet No. 388)

AMP CUSTOMER APPLICATIONS (CONTINUED).

AMP Customer Applications - Demand Response Pricing (Continued)

The provisions of the Purchased Electricity Charges subsection of the Monthly Charges section of Rate BES do not apply to a retail customer to which any demand response pricing AMP Customer Application is applicable. Instead, Electricity Supply Charges are determined and are applicable to kWhs provided to the retail customer in accordance with the following provisions described in this AMP Customer Applications - Demand Response Pricing subsection.

For a retail customer to which AMP Customer Application D1, AMP Customer Application D2, AMP Customer Application D3, or AMP Customer Application D4 is applicable, Adjusted ESC_Hs are determined in accordance with the following equation. Each Adjusted ESC_H is applied to each kWh provided to the retail customer during the hour in the monthly billing period for which such Adjusted ESC_H is determined.

*

$$\text{Adjusted ESC}_H = \text{ESC}_H - \frac{\sum_{\text{CPPH}} \left[\frac{\left(\text{MVC} \times \frac{1 \text{ MW}}{1,000 \text{ kW}} \times \frac{100 \phi}{\$1} \right)}{40 \text{ Hours}} \times \text{CEP}_H \right]}{\sum_{\text{YH}} \text{CEP}_H}$$

Where:

Adjusted ESC_H = Adjusted Electricity Supply Charge, in ¢/kWh, rounded to the thousandths of a cent, applied to each kWh provided to the retail customer during the hour, H, in the monthly billing period for which such charge is determined.

*

\sum_{CPPH} = Summation over all potential hours that may be expected to be included in Critical Peak Periods.

MVC = Market Value of Capacity, in dollars per megawatt (\$/MW), equal to the applicable PJM market value for capacity for the PJM Planning Year beginning June 1, 2010, adjusted by loss and uncollectible factors, as appropriate.

*

\sum_{YH} = Summation over all hours during the year.

In addition, for a retail customer to which AMP Customer Application D1, AMP Customer Application D2, AMP Customer Application D3, or AMP Customer Application D4 is applicable, a Critical Peak Price (CPP), in ¢/kWh, rounded to the thousandths of a cent, is applied as a charge to each kWh provided to the retail customer during any Critical Peak Period. The CPP is determined in accordance with the following equation:

$$\text{CPP} = \frac{\left(\text{MVC} \times \frac{1 \text{ MW}}{1,000 \text{ kW}} \times \frac{100 \phi}{\$1} \right)}{40 \text{ Hours}}$$

(Continued on Sheet No. 390)

**RIDER AMP-CA
ADVANCED METERING PROGRAM CUSTOMER APPLICATIONS EXPERIMENT**

(Continued from Sheet No. 389)

AMP CUSTOMER APPLICATIONS (CONTINUED).

AMP Customer Applications - Demand Response Pricing (Continued)

For a retail customer to which AMP Customer Application D5, AMP Customer Application D6, AMP Customer Application D7, or AMP Customer Application D8 is applicable, ESC_{Hs} are determined in accordance with the equations provided in the Real Time Pricing clause of the AMP Customer Applications - Load Shift Pricing subsection of this AMP Customer Applications section. Each ESC_{H} is applied to each kWh provided to the retail customer during the hour in the monthly billing period for which such ESC_{H} is determined.

In addition, for a retail customer to which AMP Customer Application D5, AMP Customer Application D6, AMP Customer Application D7, or AMP Customer Application D8 is applicable, a Peak Time Rebate (PTR), equal in value to the CPP, is applied as a credit to the kWh differential between the kWhs provided to the retail customer during each hour in any Critical Peak Period and the kWhs corresponding to the retail customer's baseline load profile for each such hour in such Critical Peak Period, provided that the kWhs provided to the retail customer during each such hour did not exceed the number of kWhs in such retail customer's baseline load profile for such hour.

In the event that a Critical Peak Period is designated by the Company, the Company must notify the retail customer to which a demand response pricing AMP Customer Application is applicable of such designation prior to 5:00 p.m. CPT on the day before the day for which the Critical Peak Period is designated.

All other provisions of Rate BES apply to the retail customer.

(Continued on Sheet No. 391)

**RIDER AMP-CA
ADVANCED METERING PROGRAM CUSTOMER APPLICATIONS EXPERIMENT**

(Continued from Sheet No. 390)

AMP CUSTOMER APPLICATIONS (CONTINUED).

AMP Customer Applications - Demand Response Pricing (Continued)

For a retail customer to which AMP Customer Application D2 or AMP Customer Application D6 is applicable, the Company must provide at no cost to such retail customer or offer to provide in exchange for a payment from such retail customer, as applicable, a Basic IHD.

For a retail customer to which AMP Customer Application D3 or AMP Customer Application D7 is applicable, the Company must offer to provide at no cost to such retail customer or in exchange for a payment from such retail customer, as applicable, an Advanced IHD.

* For a retail customer to which AMP Customer Application D4 or AMP Customer Application D8 is applicable, the Company must offer to provide, at no cost to such retail customer, a PCT.

Charges and adjustments applied in accordance with the previous provisions of this AMP Customer Applications section are applicable with respect to electric service provided only during the period beginning with the June 2010 monthly billing period and extending through the May 2011 monthly billing period. For electric service provided prior to the June 2010 monthly billing period and after the May 2011 monthly billing period, all the provisions of Rate BES are applicable to the retail customer.

(Continued on Sheet No. 392)

**RIDER AMP-CA
ADVANCED METERING PROGRAM CUSTOMER APPLICATIONS EXPERIMENT**

(Continued from Sheet No. 391)

TERMINATION OF SERVICE.

A retail customer to which this experimental rider is applicable may elect to terminate service hereunder at any time. After making such election, the termination of service hereunder is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided such effective date is at least seven (7) calendar days after the Company receives notification from such retail customer of such retail customer's election. In the event that a retail customer makes such election, following the effective date of such termination the Company must offer to remove any Advanced IHD or PCT that had been installed at such retail customer's premises in accordance with the provisions of this experimental rider.

A retail customer that elects to terminate service hereunder or for which service hereunder is terminated may request that the Company cancel any bills issued by the Company to such retail customer for service provided hereunder and instead issue bills to such retail customer as if such service had been provided under Rate BES without application of the provisions of this experimental rider. The Company must honor any such request.

- * Notwithstanding the previous provisions of this Termination of Service section, for a situation in which a retail customer to which either AMP Customer Application D1 or AMP Customer Application L1 has been applicable is issued bills by the Company for electric service provided hereunder, and the summation of the amounts of such bills exceeds the summation of the amounts of bills that would have been issued to such retail customer by the Company for service under Rate BES without the application of the provisions of this experimental rider, the Company must provide a credit to such retail customer equal to the difference between such summations.

MISCELLANEOUS GENERAL PROVISIONS.

The Company must submit a preliminary report to the ICC no later than March 31, 2011, that provides an evaluation of the twenty-four (24) AMP Customer Applications as implemented and administered during the June, July, August, and September 2010 monthly billing periods.

The Company must submit a report to the ICC in accordance with the provisions of the ICC's Order entered October 14, 2009, in Docket No. 09-0263. Such report must be submitted no later than September 30, 2011, and must provide a final evaluation of the twenty-four (24) AMP Customer Applications.

Charges or adjustments described in this experimental rider are not applied for the purposes of back billing or bill adjustments or any purpose whatsoever after the termination date of this experimental rider.

The Company's Schedule of Rates, of which this experimental rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

PURCHASED ELECTRICITY CHARGES

Supplement to Rate BES and Rider PE (1)

Customer Group or Subgroup	Units	Purchased Electricity Charges (PECs) Applicable for Service Provided Beginning with the June 2009 Monthly Billing Period and Extending Through the March 2010 Monthly Billing Period (2) (3)	
		Summer PEC	Nonsummer PEC
Residential Non-Electric Space Heating	¢/kWh	6.589	6.435
Residential Electric Space Heating	¢/kWh	5.240	3.978
Watt-hour Non-Electric Space Heating	¢/kWh	6.740	6.551
Demand Non-Electric Space Heating	¢/kWh	6.646	6.507
Nonresidential Electric Space Heating	¢/kWh	6.337	6.234
Dusk to Dawn Lighting	¢/kWh	2.398	2.865
General Lighting	¢/kWh	6.265	6.245

Customer Group or Subgroup	Units	PECs Applicable for Service Provided Beginning with the April 2010 Monthly Billing Period and Extending Through the May 2010 Monthly Billing Period (2) (3)	
		Summer PEC	Nonsummer PEC
Residential Non-Electric Space Heating	¢/kWh	6.635	6.480
Residential Electric Space Heating	¢/kWh	5.277	4.006
Watt-hour Non-Electric Space Heating	¢/kWh	6.770	6.580
Demand Non-Electric Space Heating	¢/kWh	6.675	6.536
Nonresidential Electric Space Heating	¢/kWh	6.365	6.261
Dusk to Dawn Lighting	¢/kWh	2.431	2.905
General Lighting	¢/kWh	6.351	6.331

NOTES:

- (1) This informational sheet is supplemental to Sheet No. 21 in Rate BES - Basic Electric Service (Rate BES) and Sheet No. 319 through Sheet No. 323 in Rider PE - Purchased Electricity (Rider PE).
- (2) PECs are designated on retail customer bills as the Electricity Supply Charge pursuant to Rate BES.
- (3) PECs include uncollectible factors pursuant to Rate BES and Rider UF - Uncollectible Factors (Rider UF).

PJM SERVICES CHARGES

Supplement to Rate BES and Rider PE (1)

Customer Group or Subgroup	Units	PJM Services Charges (PSCs) Applicable for Service Provided Beginning with the June 2009 Monthly Billing Period and Extending Through the March 2010 Monthly Billing Period (2) (3)
Residential Non-Electric Space Heating	¢/kWh	0.602
Residential Electric Space Heating	¢/kWh	0.602
Watt-hour Non-Electric Space Heating	¢/kWh	0.596
Demand Non-Electric Space Heating	¢/kWh	0.596
Nonresidential Electric Space Heating	¢/kWh	0.596
Dusk to Dawn Lighting	¢/kWh	0.595
General Lighting	¢/kWh	0.595

Customer Group or Subgroup	Units	PSCs Applicable for Service Provided Beginning with the April 2010 Monthly Billing Period and Extending Through the May 2010 Monthly Billing Period (2) (3)
Residential Non-Electric Space Heating	¢/kWh	0.606
Residential Electric Space Heating	¢/kWh	0.606
Watt-hour Non-Electric Space Heating	¢/kWh	0.599
Demand Non-Electric Space Heating	¢/kWh	0.599
Nonresidential Electric Space Heating	¢/kWh	0.599
Dusk to Dawn Lighting	¢/kWh	0.603
General Lighting	¢/kWh	0.603

NOTES:

- (1) This informational sheet is supplemental to Sheet No. 22 in Rate BES - Basic Electric Service (Rate BES) and Sheet No. 324 through Sheet No. 325 in Rider PE - Purchased Electricity (Rider PE).
- (2) PSCs are designated on retail customer bills as the Transmission Services Charge pursuant to Rate BES.
- (3) PSCs include uncollectible factors pursuant to Rate BES and Rider UF – Uncollectible Factors (Rider UF).

PURCHASED ELECTRICITY ADJUSTMENT FACTOR

Supplement to Rate BES and Rider PE (1)

Purchased Electricity Adjustment (PEA) Factor Applicable for the April 2010 Monthly Billing Period (2) (3)
0.169 ¢/kWh

PEA Factor Applicable for the May 2010 Monthly Billing Period (2) (3)
0.288 ¢/kWh

NOTES:

- (1) This informational sheet is supplemental to Sheet No. 22 in Rate BES - Basic Electric Service (Rate BES) and Sheet No. 326 through Sheet No. 328 in Rider PE - Purchased Electricity (Rider PE).
- (2) The PEA Factor is designated on retail customer bills as the Purchased Electricity Adjustment pursuant to Rate BES.
- (3) In the above tables, X.XXX denotes a charge, and (X.XXX) denotes a credit.

CAPACITY CHARGES

Supplement to Rate BESH and Rider PPO (1)

Charge (2)	Units	Capacity Charges Applicable for Service Provided Beginning with the September 2009 Monthly Billing Period and Extending Through the March 2010 Monthly Billing Period (3)
Daily Capacity Charge (DCC)	\$/kW-Day	0.11409
Monthly Capacity Charge (MCC)	\$/kW-Month	3.20773

Charge (2)	Units	Capacity Charges Applicable for Service Provided Beginning with the April 2010 Monthly Billing Period and Extending Through the May 2010 Monthly Billing Period (3)
Daily Capacity Charge (DCC)	\$/kW-Day	0.11484
Monthly Capacity Charge (MCC)	\$/kW-Month	3.22890

NOTES:

- (1) This informational sheet is supplemental to Sheet No. 33 through Sheet No. 34 in Rate BESH - Basic Electric Service Hourly Pricing (Rate BESH) and Sheet No. 331 in Rider PPO - Power Purchase Option (Rider PPO).
- (2) The DCC is applicable to retail customers in the Self-Generating Group. The MCC is applicable to other retail customers.
- (3) The DCC includes uncollectible and loss factors pursuant to Rate BESH and Rider UF – Uncollectible Factors (Rider UF). The MCC includes uncollectible factors pursuant to Rate BESH and Rider UF.

PJM SERVICES CHARGE

Supplement to Rate BESH and Rider PPO (1)

PJM Services Charge (PSC) Applicable for Service Provided Beginning with the June 2009 Monthly Billing Period and Extending Through the March 2010 Monthly Billing Period (2) (3)
0.541 ¢/kWh

PSC Applicable for Service Provided Beginning with the April 2010 Monthly Billing Period and Extending Through the May 2010 Monthly Billing Period (2) (3)
0.545 ¢/kWh

NOTES:

- (1) This informational sheet is supplemental to Sheet No. 35 in Rate BESH - Basic Electric Service Hourly Pricing (Rate BESH) and Sheet No. 331 in Rider PPO - Power Purchase Option (Rider PPO).
- (2) The PSC is designated on retail customer bills as the Transmission Services Charge pursuant to Rate BESH and Rider PPO.
- (3) The PSC includes uncollectible factors pursuant to Rate BESH and Rider UF – Uncollectible Factors (Rider UF).

MISCELLANEOUS PROCUREMENT COMPONENTS CHARGE

Supplement to Rate BESH and Rider PPO (1)

Miscellaneous Procurement Components Charge (MPCC) Applicable for Service Provided Beginning with the June 2009 Monthly Billing Period and Extending Through the March 2010 Monthly Billing Period (2)
0.338 ¢/kWh

MPCC Applicable for Service Provided Beginning with the April 2010 Monthly Billing Period and Extending Through the May 2010 Monthly Billing Period (2)
0.340 ¢/kWh

NOTES:

- (1) This informational sheet is supplemental to Sheet No. 36 in Rate BESH - Basic Electric Service Hourly Pricing (Rate BESH) and Sheet No. 331 in Rider PPO - Power Purchase Option (Rider PPO).
- (2) The MPCC includes uncollectible factors pursuant to Rate BESH and Rider UF – Uncollectible Factors (Rider UF).

HOURLY PURCHASED ELECTRICITY ADJUSTMENT FACTOR

Supplement to Rate BESH and Rider PPO (1)

Hourly Purchased Electricity Adjustment Factor (HPEA) Applicable for the April 2010 Monthly Billing Period (2) (3)
0.227 ¢/kWh

HPEA Applicable for the May 2010 Monthly Billing Period (2) (3)
(0.500) ¢/kWh

NOTES:

- (1) This informational sheet is supplemental to Sheet No. 37 through Sheet No. 39 in Rate BESH - Basic Electric Service Hourly Pricing (Rate BESH) and Sheet No. 332 in Rider PPO - Power Purchase Option (Rider PPO).
- (2) The HPEA is designated on retail customer bills as the Purchased Electricity Adjustment pursuant to Rate BESH and Rider PPO.
- (3) In the above tables, X.XXX denotes a charge, and (X.XXX) denotes a credit.

ENVIRONMENTAL COST RECOVERY ADJUSTMENT

Supplement to Rider ECR (1)

Environmental Cost Recovery Adjustment (ECR) Applicable Beginning with the January 2010 Monthly Billing Period and Extending Through the March 2010 Monthly Billing Period (2)
0.021 ¢/kWh

ECR Applicable Beginning with the April 2010 Monthly Billing Period and Extending Through the December 2010 Monthly Billing Period (2)
0.020 ¢/kWh

NOTES:

- (1) This informational sheet is supplemental to 1st Revised Sheet No. 241 and Original Sheet No. 242 in Rider ECR - Environmental Cost Recovery Adjustment (Rider ECR).
- (2) An X.XXX value is a charge, while an (X.XXX) value is a credit.

ENERGY EFFICIENCY AND DEMAND RESPONSE ADJUSTMENTS

Supplement to Rider EDA (1)

Energy Efficiency and Demand Response Adjustment (EDA) and Applicable Delivery Classes	Units	EDA Applicable with the June 2009 Monthly Billing Period and Extending Through the March 2010 Monthly Billing Period (2)
EDA-R Residential Delivery Classes	¢/kWh	0.089
EDA-NS Watt-Hour, Small Load, Medium Load, Large Load, and Lighting Delivery Classes	¢/kWh	0.073
EDA-NL Very Large Load, Extra Large Load, High Voltage, and Railroad Delivery Classes	¢/kWh	0.090

EDA and Applicable Delivery Classes	Units	EDA Applicable with the April 2010 Monthly Billing Period and Extending Through the May 2010 Monthly Billing Period (2) (3)
EDA-R Residential Delivery Classes	¢/kWh	0.088
EDA-NS Watt-Hour, Small Load, Medium Load, Large Load, and Lighting Delivery Classes	¢/kWh	0.073
EDA-NL Very Large Load, Extra Large Load, High Voltage, and Railroad Delivery Classes	¢/kWh	0.089

NOTES:

- (1) This informational sheet is supplemental to Sheet No. 246 through Sheet No. 247 in Rider EDA - Energy Efficiency and Demand Response Adjustment (Rider EDA).
- (2) An X.XXX value is a charge, while an (X.XXX) value is a credit.
- (3) Each EDA applicable beginning with the April 2010 monthly billing period includes an uncollectible factor equal to one (1.0) pursuant to Rider EDA.

FRANCHISE COST PERCENTAGES

Supplement to Rider FCA (1)

Municipality	FC% Applicable Beginning January 15, 2009 and Extending Through the May 2009 Monthly Billing Period (2)	FC% Applicable Beginning with the June 2009 Monthly Billing Period and Extending Through the May 2010 Monthly Billing Period (2)
ADDISON	3.823%	3.453%
ADELINE	9.349%	10.271%
ALGONQUIN	3.158%	3.074%
ALSIP	2.010%	1.908%
AMBOY	3.601%	3.361%
ANTIOCH	3.881%	3.736%
APPLE RIVER	2.685%	3.100%
ARLINGTON HEIGHTS	6.925%	7.354%
AROMA PARK	5.566%	4.999%
ASHTON	0.937%	0.890%
AURORA	4.013%	3.822%
BANNOCKBURN	1.017%	1.021%
BARRINGTON	5.191%	4.806%
BARRINGTON HILLS	2.551%	2.256%
BARTLETT	1.720%	2.882%
BEACH PARK	1.187%	1.069%
BEDFORD PARK	1.585%	1.665%
BEECHER	2.039%	1.817%
BELLWOOD	4.660%	4.282%
BELVIDERE	2.478%	2.332%
BENSENVILLE	2.943%	2.661%
BENSON	1.891%	1.465%
BERKELEY	2.186%	2.566%
BERWYN	5.360%	3.854%
BIG ROCK	2.232%	5.276%
BLOOMINGDALE	3.879%	3.555%
BLUE ISLAND	4.662%	4.181%
BOLINGBROOK	4.460%	4.305%
BONFIELD	1.159%	1.043%
BOURBONNAIS	3.109%	2.891%
BRACEVILLE	2.604%	1.937%
BRADLEY	2.586%	2.364%
BRAIDWOOD	2.423%	1.884%
BRIDGEVIEW	3.056%	2.931%
BROADVIEW	3.042%	2.843%
BROOKFIELD	4.688%	3.940%
BUCKINGHAM	2.550%	2.181%
BUFFALO GROVE	2.920%	2.889%
BULL VALLEY	2.715%	2.296%
BURBANK	2.030%	2.181%
BURLINGTON	0.195%	0.000%
BURNHAM	5.159%	4.712%
BURR RIDGE	1.611%	1.619%
BYRON	2.546%	2.374%
CABERY	6.392%	6.214%
CALUMET CITY	3.840%	3.459%
CALUMET PARK	3.499%	3.050%
CAMPUS	0.832%	0.605%
CAPRON	0.135%	0.000%
CARBON HILL	6.509%	6.443%

(Continued on Informational Sheet No. 11)

FRANCHISE COST PERCENTAGES

(Continued from Informational Sheet No. 10)

Municipality	FC% Applicable Beginning January 15, 2009 and Extending Through the May 2009 Monthly Billing Period (2)	FC% Applicable Beginning with the June 2009 Monthly Billing Period and Extending Through the May 2010 Monthly Billing Period (2)
CAROL STREAM	2.259%	1.862%
CARPENTERSVILLE	3.372%	2.780%
CARY	2.197%	2.355%
CEDARVILLE	6.703%	5.127%
CHANNAHON	3.956%	4.210%
CHERRY VALLEY	3.815%	3.310%
CHICAGO HEIGHTS	4.357%	3.918%
CHICAGO RIDGE	4.323%	4.075%
CICERO	3.517%	3.917%
CLARENDON HILLS	4.926%	4.638%
COAL CITY	1.559%	1.387%
COLETA	2.086%	2.724%
COMPTON	2.208%	2.057%
CORNELL	2.447%	4.057%
CORTLAND	1.085%	0.968%
COUNTRY CLUB HILLS	5.245%	4.997%
COUNTRYSIDE	3.197%	3.111%
CRESTHILL	1.559%	1.329%
CRESTWOOD	2.819%	2.512%
CRETE	3.471%	3.209%
CRYSTAL LAKE	8.287%	5.906%
DAKOTA	0.313%	0.444%
DANA	4.833%	3.990%
DARIEN	1.966%	1.832%
DAVIS	0.900%	0.832%
DAVIS JUNCTION	3.547%	4.135%
DEER GROVE	2.707%	2.052%
DEER PARK	1.230%	1.275%
DEERFIELD	3.324%	3.056%
DEKALB	2.946%	2.738%
DES PLAINES	4.648%	3.714%
DIAMOND	0.883%	0.776%
DIXMOOR	2.557%	1.743%
DIXON	3.369%	2.826%
DOLTON	3.015%	2.844%
DOWNERS GROVE	3.722%	3.158%
DURAND	1.290%	1.205%
DWIGHT	2.245%	2.046%
EARLVILLE	1.184%	1.044%
EAST BROOKLYN	0.806%	0.699%
EAST DUNDEE	2.358%	2.204%
EAST HAZELCREST	19.011%	16.998%
ELBURN	2.364%	1.984%
ELGIN	4.853%	3.944%
ELK GROVE VIL	4.364%	2.699%
ELMHURST	6.227%	5.346%
ELMWOOD PARK	5.098%	4.805%
ELWOOD	2.481%	4.354%
EMINGTON	3.017%	3.495%
ERIE	0.974%	0.900%

(Continued on Informational Sheet No. 12)

FRANCHISE COST PERCENTAGES

(Continued from Informational Sheet No. 11)

Municipality	FC% Applicable Beginning January 15, 2009 and Extending Through the May 2009 Monthly Billing Period (2)	FC% Applicable Beginning with the June 2009 Monthly Billing Period and Extending Through the May 2010 Monthly Billing Period (2)
ESSEX	5.124%	4.859%
EVANSTON	4.864%	4.161%
EVERGREEN PARK	4.207%	3.813%
FLOSSMOOR	8.941%	8.824%
FORD HEIGHTS	14.627%	13.706%
FOREST PARK	8.033%	3.202%
FORESTVIEW	6.150%	21.443%
FORRESTON	3.342%	3.168%
FOX LAKE	5.511%	4.510%
FOX RIVER GR	1.947%	1.859%
FRANKFORT	1.530%	1.353%
FRANKLIN GROVE	3.429%	8.238%
FRANKLIN PARK	1.549%	1.489%
FREEPORT	3.356%	3.178%
FULTON	1.381%	1.667%
GARDNER	5.005%	4.829%
GENOA	5.899%	5.242%
GERMAN VALLEY	5.189%	4.839%
GILBERTS	2.152%	1.962%
GLEN ELLYN	4.235%	3.937%
GLENCOE	5.111%	4.759%
GLENDALE HEIGHTS	3.174%	2.677%
GLENVIEW	5.295%	4.860%
GLENWOOD	5.788%	5.001%
GODLEY	1.502%	2.216%
GOLF	3.855%	3.410%
GRAND RIDGE	0.886%	1.330%
GRANT PARK	2.175%	1.984%
GRAYSLAKE	2.281%	2.405%
GREEN OAKS	0.261%	0.368%
GREENWOOD	Not Applicable	1.551%
GURNEE	3.572%	3.361%
HAINESVILLE	1.173%	1.299%
HAMPSHIRE	1.132%	1.159%
HANOVER PARK	3.935%	3.744%
HARMON	5.145%	4.930%
HARVARD	3.222%	2.565%
HARVEY	4.894%	4.324%
HARWOOD HEIGHTS	3.419%	3.137%
HAWTHORN WOODS	2.706%	2.462%
HAZELCREST	4.560%	3.881%
HEBRON	5.265%	5.744%
HERSCHER	3.737%	3.335%
HICKORY HILLS	3.640%	3.379%
HIGHLAND PARK	5.582%	4.778%
HIGHWOOD	4.388%	4.000%
HILLSIDE	4.135%	3.930%
HINCKLEY	1.580%	1.435%
HINSDALE	4.883%	4.427%
HODGKINS	2.236%	1.807%
HOFFMAN ESTATES	3.092%	3.164%

(Continued on Informational Sheet No. 13)

FRANCHISE COST PERCENTAGES

(Continued from Informational Sheet No. 12)

Municipality	FC% Applicable Beginning January 15, 2009 and Extending Through the May 2009 Monthly Billing Period (2)	FC% Applicable Beginning with the June 2009 Monthly Billing Period and Extending Through the May 2010 Monthly Billing Period (2)
HOLIDAY HILLS	1.358%	1.160%
HOMER GLEN	2.928%	3.279%
HOMETOWN	7.353%	6.932%
HOMEWOOD	2.999%	2.565%
HOOPPOLE	2.458%	4.326%
HOPKINS PARK	4.624%	3.593%
HUNTLEY	5.577%	5.064%
INDIAN CREEK	0.000%	0.000%
INDIAN HEAD PARK	3.555%	3.113%
INVERNESS	0.674%	0.580%
IRWIN	0.000%	0.000%
ISLAND LAKE	4.227%	3.804%
ITASCA	2.504%	2.877%
JOHNSBURG	5.208%	6.156%
JOLIET	3.445%	3.048%
JUSTICE	2.444%	2.083%
KANGLEY	8.381%	7.090%
KANKAKEE	1.528%	1.342%
KEMPTON	0.494%	1.598%
KENILWORTH	4.640%	3.741%
KILDEER	2.403%	2.124%
KINGSTON	0.800%	0.702%
KINSMAN	0.000%	0.000%
KIRKLAND	1.586%	1.762%
LA GRANGE	6.532%	6.393%
LA GRANGE PARK	2.577%	2.308%
LAKE BARRINGTON	0.828%	0.719%
LAKE BLUFF	4.309%	3.957%
LAKE FOREST	7.625%	6.742%
LAKE IN THE HILLS	2.551%	2.478%
LAKE VILLA	3.189%	2.689%
LAKE ZURICH	4.089%	3.686%
LAKEMOOR	0.704%	0.604%
LAKESWOOD	1.590%	1.475%
LANARK	2.095%	1.961%
LANSING	3.802%	2.738%
LEAF RIVER	26.326%	22.602%
LEE	2.533%	1.996%
LELAND	1.346%	1.060%
LEMONT	2.490%	2.148%
LENA	0.920%	0.861%
LEONORE	2.952%	3.039%
LIBERTYVILLE	2.921%	3.074%
LIMESTONE	Not Applicable	0.024%
LILY LAKE	0.000%	0.000%
LINCOLNSHIRE	1.885%	1.736%
LINCOLNWOOD	4.009%	3.921%
LINDENHURST	1.895%	1.698%
LISBON	1.892%	1.749%
LISLE	3.146%	1.969%
LOCKPORT	2.249%	2.472%

(Continued on Informational Sheet No. 14)

FRANCHISE COST PERCENTAGES

(Continued from Informational Sheet No. 13)

Municipality	FC% Applicable Beginning January 15, 2009 and Extending Through the May 2009 Monthly Billing Period (2)	FC% Applicable Beginning with the June 2009 Monthly Billing Period and Extending Through the May 2010 Monthly Billing Period (2)
LOMBARD	3.770%	3.562%
LONG GROVE	0.109%	0.111%
LONG POINT	1.628%	1.336%
LOSTANT	7.359%	7.130%
LOVES PARK	1.652%	1.498%
LYNDON	2.683%	2.624%
LYNWOOD	5.578%	5.097%
LYONS	5.907%	4.948%
MACHESNEY PARK	0.636%	0.496%
MALTA	1.751%	1.705%
MANHATTAN	1.115%	1.060%
MANTENO	1.473%	2.347%
MAPLE PARK	3.151%	3.335%
MARENGO	1.889%	1.771%
MARKHAM	3.099%	2.567%
MATTESON	5.375%	4.640%
MAYWOOD	5.169%	2.945%
MAZON	6.861%	6.533%
MC COOK	1.463%	3.147%
MCCULLOM LAKE	2.050%	1.771%
MCHENRY	1.891%	1.915%
MELROSE PARK	3.645%	3.516%
MENDOTA	2.734%	2.416%
MERRIONETTE PK	11.647%	10.489%
METTAWA	0.073%	0.046%
MIDLOTHIAN	4.424%	3.374%
MILLEDGEVILLE	1.527%	1.486%
MINONK	3.503%	2.779%
MINOOKA	1.137%	1.062%
MOKENA	1.170%	1.079%
MOMENCE	1.740%	1.767%
MONEE	2.732%	2.576%
MONROE CENTER	1.989%	1.539%
MONTGOMERY	3.176%	2.831%
MORRIS	1.291%	0.721%
MORRISON	4.028%	3.587%
MORTON GROVE	5.724%	6.677%
MOUNT PROSPECT	7.021%	6.187%
MT MORRIS	1.507%	1.234%
MUNDELEIN	5.469%	5.040%
NELSON	1.207%	0.975%
NEW LENOX	4.075%	4.084%
NEW MILLFORD	2.564%	3.461%
NILES	6.305%	5.645%
NORA	0.559%	0.483%
NORRIDGE	2.912%	2.724%
NORTH AURORA	3.078%	3.037%
NORTH BARRINGTON	0.683%	0.591%
NORTH CHICAGO	3.191%	3.480%
NORTH RIVERSIDE	11.371%	10.832%

(Continued on Informational Sheet No. 15)

FRANCHISE COST PERCENTAGES

(Continued from Informational Sheet No. 14)

Municipality	FC% Applicable Beginning January 15, 2009 and Extending Through the May 2009 Monthly Billing Period (2)	FC% Applicable Beginning with the June 2009 Monthly Billing Period and Extending Through the May 2010 Monthly Billing Period (2)
NORTHBROOK	5.250%	4.609%
NORTHFIELD	4.241%	4.032%
NORTHLAKE	1.723%	1.612%
OAK FOREST	3.053%	2.835%
OAK LAWN	6.355%	5.396%
OAK PARK	8.532%	10.718%
OAKBROOK	4.649%	4.377%
OAKBROOK TER	0.952%	0.984%
OAKWOOD HILLS	1.935%	1.689%
ODELL	2.372%	2.325%
OHIO	0.345%	0.226%
OLD MILL CREEK	1.756%	2.149%
OLYMPIA FIELDS	6.410%	5.845%
ORANGEVILLE	1.756%	1.428%
OREGON	1.884%	1.109%
ORLAND HILLS	6.857%	5.974%
ORLAND PARK	4.973%	4.660%
OSWEGO	1.848%	2.634%
PALATINE	3.030%	2.761%
PALOS HEIGHTS	5.493%	4.975%
PALOS HILLS	2.187%	2.035%
PALOS PARK	6.268%	4.756%
PARK CITY	1.036%	0.711%
PARK FOREST	4.830%	5.484%
PARK RIDGE	3.219%	2.844%
PAW PAW	4.888%	4.133%
PEARL CITY	1.455%	1.108%
PECATONICA	0.872%	0.762%
PEOTONE	1.513%	1.346%
PHOENIX	8.218%	7.473%
PINGREE GROVE	0.980%	1.468%
PLAINFIELD	5.464%	5.663%
PLANO	1.980%	1.665%
POLO	2.864%	1.743%
PONTIAC	3.355%	2.644%
POPLAR GROVE	1.320%	1.633%
PORT BARRINGTON	1.196%	1.233%
POSEN	7.193%	7.279%
PRAIRIE GROVE	3.190%	1.300%
PROPHETSTOWN	2.953%	2.665%
PROSPECT HEIGHTS	1.617%	1.577%
RANSOM	1.886%	1.689%
REDDICK	1.163%	1.046%
RICHMOND	3.776%	3.322%
RICHTON PARK	3.752%	3.514%
RIDOTT	3.717%	3.818%
RIVER FOREST	7.799%	5.532%
RIVER GROVE	3.844%	3.460%
RIVERDALE	2.957%	2.727%
RIVERSIDE	9.508%	8.581%

(Continued on Informational Sheet No. 16)

FRANCHISE COST PERCENTAGES

(Continued from Informational Sheet No. 15)

Municipality	FC% Applicable Beginning January 15, 2009 and Extending Through the May 2009 Monthly Billing Period (2)	FC% Applicable Beginning with the June 2009 Monthly Billing Period and Extending Through the May 2010 Monthly Billing Period (2)
RIVERWOODS	0.757%	0.709%
ROBBINS	8.028%	7.999%
ROCK CITY	0.925%	0.816%
ROCKDALE	2.485%	2.524%
ROCKFORD	4.786%	4.410%
ROLLING MDWS	4.439%	4.339%
ROMEDEVILLE	2.273%	2.509%
ROSCOE	0.895%	0.834%
ROSELLE	4.487%	4.128%
ROSEMONT	3.583%	3.286%
ROUND LAKE	3.518%	2.750%
ROUND LAKE BEACH	3.547%	3.288%
ROUND LAKE HEIGHTS	3.352%	3.190%
ROUND LAKE PARK	1.849%	2.283%
RUTLAND	2.408%	2.172%
SANDWICH	2.386%	2.072%
SAUK VILLAGE	4.153%	4.008%
SAUNEMIN	2.744%	3.724%
SCALES MOUND	1.099%	1.488%
SCHAUMBURG	3.525%	3.105%
SCHILLER PARK	2.962%	2.833%
SENECA	2.351%	1.649%
SHABBONA	3.290%	3.086%
SHANNON	1.004%	0.931%
SHOREWOOD	1.175%	2.675%
SKOKIE	5.037%	4.501%
SLEEPY HOLLOW	2.184%	1.998%
SO CHICAGO HEIGHTS	3.525%	3.253%
SOMONAUK	1.375%	1.318%
SOUTH BARRINGTON	0.826%	0.416%
SOUTH ELGIN	1.882%	1.779%
SOUTH HOLLAND	3.792%	3.315%
SOUTH WILMINGTON	4.676%	4.249%
SPRING GROVE	1.370%	1.409%
ST ANNE	1.947%	1.744%
STEGER	3.658%	3.553%
STERLING	2.888%	2.093%
STEWART	0.000%	0.000%
STICKNEY	2.995%	2.964%
STILLMAN VALLEY	0.247%	0.197%
STOCKTON	0.980%	0.898%
STONE PARK	8.435%	7.635%
STREAMWOOD	3.108%	3.816%
STREATOR	3.123%	2.772%
SUBLETTE	1.888%	1.437%
SUGAR GROVE	2.372%	2.271%
SUMMIT	3.335%	3.017%
SUN RIVER TERRACE	1.195%	0.849%
SYCAMORE	3.435%	3.118%
SYMERTON	0.000%	0.000%

(Continued on Informational Sheet No. 17)

FRANCHISE COST PERCENTAGES

(Continued from Informational Sheet No. 16)

Municipality	FC% Applicable Beginning January 15, 2009 and Extending Through the May 2009 Monthly Billing Period (2)	FC% Applicable Beginning with the June 2009 Monthly Billing Period and Extending Through the May 2010 Monthly Billing Period (2)
TAMPICO	2.652%	2.209%
THIRD LAKE	1.187%	0.941%
THORNTON	4.086%	3.732%
TINLEY PARK	3.511%	3.213%
TOLUCA	0.548%	0.000%
TONICA	3.213%	3.369%
TOWER LAKE	1.532%	1.211%
UNION	0.642%	0.573%
UNION HILL	0.000%	0.000%
UNIVERSITY PARK	2.043%	1.278%
VERNON HILLS	3.844%	3.946%
VERONA	0.687%	0.582%
VILLA PARK	5.145%	4.684%
VIRGIL	0.000%	0.000%
VOLO	1.130%	1.936%
WADSWORTH	1.253%	1.151%
WALNUT	2.402%	2.232%
WARREN	3.021%	2.773%
WARRENVILLE	3.398%	2.433%
WATERMAN	2.137%	1.918%
WAUCONDA	3.245%	2.827%
WAUKEGAN	4.330%	3.715%
WAYNE	0.887%	0.637%
WENONA	7.021%	6.023%
WEST BROOKLYN	2.813%	3.160%
WEST CHICAGO	1.998%	1.939%
WEST DUNDEE	6.634%	5.779%
WESTCHESTER	3.742%	3.577%
WESTERN SPRINGS	9.408%	8.407%
WESTMONT	4.090%	4.705%
WHEATON	7.325%	6.383%
WHEELING	2.015%	2.419%
WILLOW SPRINGS	5.083%	4.469%
WILLOWBROOK	1.587%	1.116%
WILMETTE	7.622%	6.626%
WILMINGTON	2.500%	2.139%
WINFIELD	1.764%	1.592%
WINNEBAGO	3.137%	2.964%
WINSLOW	1.541%	1.765%
WINTHROP HARBOR	6.032%	5.535%
WONDER LAKE	0.946%	1.250%
WOOD DALE	1.513%	1.421%
WOODRIDGE	3.843%	3.634%
WOODSTOCK	4.358%	4.273%
WORTH	3.569%	3.296%
YORKVILLE	5.250%	4.383%
ZION	3.902%	3.606%

NOTES:

- (1) These Franchise Cost Percentages informational sheets are supplemental to Sheet No. 250 through Sheet No. 252 in Rider FCA - Franchise Cost Additions (Rider FCA).
- (2) For a retail customer located in a municipality listed herein, the FC% shown for such municipality is applied to the sum of the Customer Charge, Standard Metering Service Charge, Distribution Facilities Amount and Rental Amount applicable to the retail customer for each monthly billing period pursuant to Rider FCA.

RESIDENTIAL RATE STABILIZATION ADJUSTMENTS

Supplement to Rider RRS (1)

Residential Customer Subclass	Units	Residential Rate Stabilization (RRS) Adjustment Applicable On and After January 15, 2009, and Extending Through the May 2009 Monthly Billing Period (2)
Residential Non-Electric Space Heating	¢/kWh	(0.574)
Residential Electric Space Heating	¢/kWh	(0.406)

RRS Adjustments applicable beginning with the June 2009 monthly billing period and extending through the May 2012 monthly billing period are determined on a customer-specific basis.

NOTES:

- (1) This informational sheet is supplemental to Sheet No. 345 in Rider RRS - Residential Rate Stabilization Program (Rider RRS).
- (2) An X.XXX value is a charge, while an (X.XXX) value is a credit.

ADVANCED METERING PROGRAM (AMP) ADJUSTMENT

Supplement to Rider AMP (1)

Delivery Class (2)	AMP Adjustment Applicable for the February 2010 Monthly Billing Period through the March 2010 Monthly Billing Period (3)	AMP Adjustment Applicable for the April 2010 Monthly Billing Period through the June 2010 Monthly Billing Period (3)
Residential Single Family Without Electric Space Heat	\$0.09/month	\$0.09/month
Residential Multi Family Without Electric Space Heat	\$0.10/month	\$0.10/month
Residential Single Family With Electric Space Heat	\$0.09/month	\$0.09/month
Residential Multi Family With Electric Space Heat	\$0.10/month	\$0.10/month
Watt-Hour	\$0.07/month	\$0.07/month
Small Load	\$0.28/month	\$0.28/month
Medium Load	\$0.39/month	\$0.39/month
Large Load	\$0.46/month	\$0.46/month
Very Large Load	\$0.62/month	\$0.61/month
Extra Large Load	\$1.41/month	\$1.40/month
High Voltage	\$1.07/month	\$1.06/month
Railroad (4)	\$0.00/month	\$0.00/month
Fixture-Included Lighting	\$0.00/month	\$0.00/month
Dusk to Dawn Lighting	\$0.04/month	\$0.04/month
General Lighting	\$0.03/month	\$0.03/month

NOTES:

- (1) This informational sheet is supplemental to Rider AMP - Advanced Metering Program Adjustment (Rider AMP) Sheets No. 223 through No. 236.9.
- (2) Delivery Classes are as defined in General Terms and Conditions Sheets No. 135 through No. 138.
- (3) The AMP Adjustment is shown as a separate line item on each retail customer's monthly bill, as applicable, provided that no line item is shown in the event that the AMP Adjustment is equal to \$0.00. The line item is labeled 'Smart Meter Program'.
- (4) In accordance with the Order of the Illinois Commerce Commission (ICC) in Docket No. 09-0263, entered October 14, 2009, the AMP Adjustment for the Railroad Delivery Class is always equal to \$0.00.

INCREMENTAL UNCOLLECTIBLE COST FACTORS

Supplement to Rider UF (1)

2008 Incremental Distribution Uncollectible Cost Factors (IDUFs) (2)		
	Applicable Prior to the April 2010 Monthly Billing Period	Applicable Beginning with the April 2010 Monthly Billing Period and Extending Through the December 2010 Monthly Billing Period
IDUF _{R8}	1.000	1.0108
IDUF _{N8}	1.000	1.0037
IDUF _{A8}	1.000	1.0030
2008 Incremental Supply Uncollectible Cost Factors (ISUFs)		
ISUF _{R8} (3)	1.000	1.0070
ISUF _{N8} (3)	1.000	1.0044
ISUF _{A8} (3)	1.000	1.0138
ISUF _{SYS8} (4)	1.000	1.0066

NOTES:

- (1) This informational sheet is supplemental to Rider UF - Uncollectible Factors (Rider UF) Sheet No. 267 through Sheet No. 267.16.
- (2) IDUFs are applied in accordance with the provisions of the Monthly Charges section of the Rates and Charges part of Rate RDS - Retail Delivery Service (Rate RDS) and the provisions of the Zero Standard Credit subsection of the Monthly Credit and Charge section of Rider ZSS - Zero Standard Service (Rider ZSS).
- (3) ISUFs are applied in accordance with the provisions of the Monthly Charges section of Rate BES - Basic Electric Service (Rate BES).
- (4) ISUF_{SYS8} is applied in accordance with the provisions of the Monthly Charges section of Rate BESH - Basic Electric Service Hourly Pricing (Rate BESH).

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DATE	DESCRIPTION	
Filing Date: 12/16/2009 Effective Date: 01/01/2010	Filing of ComEd's Rider TAX New or Revised: Antioch Des Plaines Libertyville West Dundee	Rider TAX 3rd Revised Sheet No. 259 3rd Revised Sheet No. 260 1st Revised Sheet No. 262 2nd Revised Sheet No. 266
Filing Date: 01/20/2010 Effective Date: 01/21/2010	Filing of ComEd's Hourly Purchased Electricity Adjustment Factor (HPEA) Purchased Electricity Adjustment Factor (PEA)	Rate BESH 13th Revised Informational Sheet No. 7 Rate BES 13th Revised Informational Sheet No. 3
Filing Date: 01/20/2010 Effective Date: 01/21/2010	Filing of ComEd's Rider AMP Advanced Metering Program Adjustment	Rider AMP Original Informational Sheet No. 19
Filing Date: 01/29/2010 Effective Date: 02/01/2010	Filing of ComEd's Rider TAX New or Revised: Arlington Heights Buffalo Grove	Rider TAX 4th Revised Sheet No. 259
Filing Date: 02/19/2010 Effective Date: 02/20/2010	Filing of ComEd's Hourly Purchased Electricity Adjustment Factor (HPEA) Purchased Electricity Adjustment Factor (PEA)	Rate BESH 14th Revised Informational Sheet No. 7 Rate BES 14th Revised Informational Sheet No. 3
Filing Date: 01/15/2010 Effective Date: 03/01/2010	Filing of ComEd's Rider AMP-CA	Rider AMP-CA 1st Revised Sheet No. 378 1st Revised Sheet No. 379 1st Revised Sheet No. 386 1st Revised Sheet No. 387 1st Revised Sheet No. 388 1st Revised Sheet No. 389 1st Revised Sheet No. 391 1st Revised Sheet No. 392

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<p>Filing Date: 02/26/2010 Effective Date: 03/01/2010</p>	<p>Filing of ComEd's Rider TAX</p> <p>New or Revised: Fulton Lombard Palos Park</p>	<p>Rider TAX 1st Revised Sheet No. 261 2nd Revised Sheet No. 263 1st Revised Sheet No. 264</p>
<p>Filing Date: 02/09/2010 Effective Date: 03/09/2010</p>	<p>Filing of ComEd's Uncollectible Compliance Filing ICC Docket No. 09-0433</p>	<p>Rate BES 2nd Revised Sheet No. 21 3rd Revised Sheet No. 22 3rd Revised Sheet No. 23</p> <p>Rate BESH 2nd Revised Sheet No. 33 2nd Revised Sheet No. 34 2nd Revised Sheet No. 35 2nd Revised Sheet No. 36</p> <p>Rate RDS 2nd Revised Sheet No. 60 2nd Revised Sheet No. 61 2nd Revised Sheet No. 62 2nd Revised Sheet No. 63 2nd Revised Sheet No. 64 2nd Revised Sheet No. 65 2nd Revised Sheet No. 66</p> <p>Rider AMP 2nd Revised Sheet No. 232</p> <p>Rider EDA 2nd Revised Sheet No. 247</p> <p>Rider UF 2nd Revised Sheet No. 267 1st Revised Sheet No. 267.1 1st Revised Sheet No. 267.2 1st Revised Sheet No. 267.3 1st Revised Sheet No. 267.4 1st Revised Sheet No. 267.5 1st Revised Sheet No. 267.6 1st Revised Sheet No. 267.7 1st Revised Sheet No. 267.8 1st Revised Sheet No. 267.9</p>

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<p>Filing Date: 02/09/2010 Effective Date: 03/09/2010</p>	<p>Filing of ComEd's Uncollectible Compliance Filing ICC Docket No. 09-0433</p>	<p>UF (Contd) 1st Revised Sheet No. 267.10 1st Revised Sheet No. 267.11 1st Revised Sheet No. 267.12 1st Revised Sheet No. 267.13 1st Revised Sheet No. 267.14 1st Revised Sheet No. 267.15 1st Revised Sheet No. 267.16</p> <p>Rider ZSS 2nd Revised Sheet No. 285</p> <p>EDA 2nd Revised Informational Sheet No. 9</p> <p>AMP 1st Revised Informational Sheet No. 19</p>
<p>Filing Date: 03/11/2010 Effective Date: 03/12/2010</p>	<p>Filing of ComEd's Rider ECR Environmental Cost Recovery Adjustment</p>	<p>Rider ECR 4th Revised Informational Sheet No. 8</p>
<p>Filing Date: 03/19/2010 Effective Date: 03/20/2010</p>	<p>Filing of ComEd's Hourly Purchased Electricity Adjustment Factor (HPEA) Purchased Electricity Adjustment Factor (PEA)</p>	<p>Rate BESH 15th Revised Informational Sheet No. 7</p> <p>Rate BES 15th Revised Informational Sheet No. 3</p>
<p>Filing Date: 03/19/2010 Effective Date: 03/20/2010</p>	<p>Filing of ComEd's Incremental Uncollectible Cost Factors</p>	<p>Purchased Electricity Charges 3rd Revised Informational Sheet No. 1</p> <p>PJM Services Charges 2nd Revised Informational Sheet No. 2</p> <p>Capacity Charge 5th Revised Informational Sheet No. 4</p> <p>PJM Services Charges 2nd Revised Informational Sheet No. 5</p> <p>Miscellaneous Procurement Components Charge 2nd Revised Informational Sheet No. 6</p> <p>Incremental Uncollectible Cost Factors Original Informational Sheet No. 20</p>

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<p>Filing Date: 02/09/2010 Effective Date: 03/26/2010</p>	<p>Filing of ComEd's Bill Format</p>	<p>Bill Format 1st Revised Sheet No. 216 1st Revised Sheet No. 217 1st Revised Sheet No. 218 1st Revised Sheet No. 219 1st Revised Sheet No. 220 1st Revised Sheet No. 221 1st Revised Sheet No. 222</p>
<p>Filing Date: 03/31/2010 Effective Date: 04/01/2010</p>	<p>Filing of ComEd's Rider TAX New or Revised: Lake Villa Spring Grove</p>	<p>Rider TAX 2nd Revised Sheet No. 262 1st Revised Sheet No. 265</p>
<p>Filing Date: 04/20/2010 Effective Date: 04/21/2010</p>	<p>Filing of ComEd's Hourly Purchased Electricity Adjustment Factor (HPEA) Purchased Electricity Adjustment Factor (PEA)</p>	<p>Rate BESH 16th Revised Informational Sheet No. 7 Rate BES 16th Revised Informational Sheet No. 3</p>