
EXPERIMENTAL MARKET VALUED ENERGY REDUCTION SERVICE RIDER

I. AVAILABILITY

Market Valued Call Option and Market Valued Energy Services may be provided under this Rider ("MVER Service") at the sole discretion of the Company during specified months of a calendar year (the "Program Period") subject to that year's MVER Service parameters and the provisions of this Rider. Prior to February 1 of each year, subsequent to 2000, the Company shall file with the Commission an applicable Attachment A ("Currently-Effective Attachment A") and an applicable Attachment B ("Currently-Effective Attachment B") which will be considered part of this Rider, or shall file notice that MVER Service will not be made available during such year. The months of MVER Service availability during a calendar year and the MVER Service parameters for each year shall be identified on, or in accordance with, each year's Currently-Effective Attachments A and B to the Rider.

II. APPLICABILITY

MVER Service is applicable only to customers receiving service under Large General Service, Large Industrial Service, or Large Industrial Power Service Rate Schedules, or any tariffs superceding those tariffs (the "Regular Rate Schedules") who have the capability to provide not less than 1,000 kW of curtailable demand and related energy. Demand and energy taken by a Customer under another of the Company's curtailable or interruptible rate schedules or riders shall not be eligible to be taken as MVER Service under this Rider.

III. MARKET VALUED CALL OPTION SERVICE ("MVCO Service")

A. DEFINITIONS

- (1) Acceptance Date is the date by when the Company must accept a Customer's bid. The Acceptance Date shall be identified in the Currently-Effective Attachment A.
- (2) Call Option Energy Price is the price of energy that will be paid for curtailment of the Customer's curtailable demand. The Call Option Energy Price during a Program Period shall be identified on the Currently-Effective Attachment A. More than one Call Option Energy Price may be listed on the Currently-Effective Attachment A.
- (3) Call Option Firm Contract Demand is that demand (MW) which a Customer excludes from curtailments pursuant to the Customer's contract for MVCO Service. The Call Option Firm Contract Demand may be located at more than one of the Customer's points of delivery served by the Company, provided that each such point of delivery has the capability to provide not less than 500 kW of curtailable demand.

- (4) Call Option Curtailable Hours for a Program Period shall be those hours of the day and days of the week for which the Company may call for load curtailments. Call Option Curtailable Hours shall be identified in the Currently-Effective Attachment A.
- (5) Call Option Premium is the monthly dollar amount per MW paid to a Customer during the Program Period for providing curtailable demand.
- (6) Curtailable Demand is the positive difference between the highest average peak demand registered on the meter during the Call Option Curtailable Hours of the billing period without curtailments reduced by the amount of the Call Option Firm Contract Demand, with such difference adjusted for appropriate losses.
- (7) Maximum Hours per Curtailment is the maximum number of hours for which the Company may request curtailment during a single call for curtailment. Maximum Hours per Curtailment shall be identified in the Currently-Effective Attachment A.
- (8) Maximum Curtailments is the maximum number of occasions on which the Company may call for curtailment during a month within a Program Period. Maximum Curtailments during a Program Period shall be identified in accordance with the Currently-Effective Attachment A.
- (9) Curtailment Notification Choice is the Customer's selection of either "Day-Ahead Notice" or "Same-Day Notice" for the curtailment of the Customer's Curtailable demand in accordance with the Currently-Effective Attachment A. "Day-Ahead Notice" and "Same-Day Notice" are described in Section III.C.
- (10) Parameters for a year's Program Period are the Call Option Curtailable Hours, Maximum Hours per Curtailment, Maximum Curtailments, Curtailment Notification Choice, Call Option Energy Price, and Subscription Period. Parameters for a year's Program Period shall be identified in, or in accordance with, the Currently-Effective Attachment A.
- (11) Penalty Demand is the positive difference between the maximum demand (MW) registered on the meter during a Period of Curtailment and the amount of the Call Option Firm Contract Demand, with such difference adjusted for appropriate losses.
- (12) Period of Curtailment is the Call Option Curtailable Hours for the day for which the Company calls for the Customer to cease taking Curtailable Demand.

- (13) Program Period for a calendar year is the months within which MVCO Service is made available by the Company, subject to other provisions included herein. The Program Period for a calendar year shall be identified in the Currently-Effective Attachment A.
- (14) Subscription Period is the portion of a calendar year during which Customers may notify the Company with a bid to receive MVCO Service during the Program Period for that calendar year. The Subscription Period shall be identified in the Currently-Effective Attachment A.

B. CUSTOMER BID, COMPANY ACCEPTANCE, AND CONTRACT

During a year's Subscription Period, Customer may submit a bid to the Company to receive MVCO Service during that year's Program Period and such bid will cover all months within the Program Period. The bid must be provided in the manner specified in the Currently-Effective Attachment A for the Program Period and must include: (1) an estimate of Curtailable Demand by month; (2) Customer's Call Option Premium bid; (3) Customer's Call Option Firm Contract Demand by month; (4) Curtailment Notification Choice, as selected from options described in Section III.C below; (5) Call Option Energy Price by month, as selected from the Currently-Effective Attachment A, and (6) Maximum Curtailments by month, as selected from the Currently-Effective Attachment A. The Company will notify Customers by the Acceptance Date if their bid to receive MVCO Service has been accepted for the Program Period.

A contract for MVCO Service shall be entered into between Company and Customers with successful bids, and service will be provided in accordance with each Customer's bid, subject to the Parameters listed on the Currently-Effective Attachment A. Customers must execute contracts for MVCO Service within one month following the notice that their bid has been accepted in order to receive the billing payments defined herein. Contracts may be in the form of an addendum to an existing Agreement for Electric Service.

C. NOTICE OF CURTAILMENTS

During the Program Period, the Company has the right to call for the curtailment of Customer's Curtailable Demand, with such curtailment to occur during the Call Option Curtailable Hours of the Program Period, subject to the limits of the Parameters. Customer will select one of the following notification protocols.

Option A: Customer will be notified by 4:00 P.M. central daylight time ("CDT") that the Company is calling for curtailment of the Customer's Curtailable Demand during the next day's Call Option Curtailable Hours ("**Day-Ahead Notice**").

Option B: Customer will be notified by 10:00 A.M. central daylight time ("CDT") that the Company is calling for curtailment of the Customer's Curtailable Demand during the same day's Call Option Curtailable Hours ("**Same-Day Notice**").

At the Customer's expense, the Company will either install a communication device on the Customer's premises or use another mutually-acceptable method of notifying the Customer of curtailments.

D. BILLING PROVISIONS

- (1) Regular Rate Application: All service supplied through the meter shall be billed pursuant to the Customer's currently effective regular rate schedules and any appropriate rider schedules. Any additional metering and communication costs related to MVCO Service shall be paid by the Customer.
- (2) Call Option Premium Payment: A Call Option Premium Payment by Company to Customer shall apply for each month within the Program Period. The Call Option Premium Payment shall be equal to the Customer-specific Call Option Premium multiplied by the Customer's Curtailable Demand for that month.
- (3) MVCO Curtailable Billing Energy Payment: When the Company provides Notice for curtailments to occur within the Program Period pursuant to a Customer's contract for MVCO Service hereunder, an MVCO Curtailable Billing Energy Payment from Company to Customer shall apply. The MVCO Curtailable Billing Energy Payment shall be equal to the Curtailable Demand multiplied by the number of hours of curtailment multiplied by the Call Option Energy Price.
- (4) Curtailable Monthly Customer Charge: A Curtailable Monthly Customer Charge per point of delivery shall apply for each month of the Program Period for Customers contracting for MVCO Service hereunder, in addition to any monthly charge(s) contained in the Customer's Regular Rate Schedules. The Curtailable Monthly Customer Charge shall be identified in the Currently-Effective Attachment A.
- (5) Non-Compliance Penalty: If the Company provides Notice and the Customer fails to curtail all load in excess of the Call Option Firm Contract Demand for the entire Period of Curtailment, a penalty charge for each such occurrence shall be added to the Customer's bill for the month in which the failure to curtail occurred, as follows:
 - (a) An amount equal to the Penalty Demand multiplied by the Call Option Energy Price for the Period of Curtailment for which there was non-compliance multiplied by the number of hours in the Period of Curtailment, plus
 - (b) Five (5) multiplied by the Penalty Demand multiplied by the Call Option Premium.

The Non-Compliance Penalty shall be included in the development of the monthly bill for each billing month during which there was non-compliance and shall be stated prior to the application of any taxes or other revenue-based adjustments.

E. OTHER PROVISIONS

Except as modified herein, all provisions of the applicable regular rate schedules will apply.

Instances where Company requests that Customer loads be curtailed pursuant to the Company's Power System Curtailment Program shall not count towards any curtailment limits contained in this Rider.

IV. MARKET VALUED ENERGY SERVICE ("MVE Service")**A. DEFINITIONS**

- (1) Confirmation Price is the price for energy bid by the Customer and accepted by the Company as applicable to energy curtailed by the Customer.
- (2) MVE Firm Demand is that demand (MW) which a Customer excludes from curtailments. At the time a Customer tenders an offer to provide MVE Service, the Customer must include in the offer the amount of MVE Firm Demand the Customer is requesting during the hours of curtailment.
- (3) Curtailable Billing Energy for a curtailment is the amount of energy calculated by taking the sum of the positive difference between the hourly metered demands for the same hours of the previous weekday without curtailments and the Customer's MVE Firm Demand, with such difference adjusted for appropriate losses.
- (4) Curtailment Confirmation Statement is the electronic notice of agreement between the Customer and Company that specifies the MVE Curtailable Hours, an estimate of curtailable energy, Customer's MVE Firm Demand and the Confirmation Price per MWh for the curtailment to which Company and Customer have agreed under MVE Service.
- (5) MVE Curtailable Hours for a curtailment shall be those hours of the day for which the Company may call for load curtailments. MVE Curtailable Hours shall be identified in the Currently-Effective Attachment B.
- (6) Program Period for a calendar year is the months within which the Company, subject to other provisions, makes MVE Service available. The Program Period for a calendar year shall be identified in the Currently-Effective Attachment B.

B. CUSTOMER REQUEST TO PARTICIPATE IN THE MVE SERVICE PROGRAM

Following the filing of the Currently-Effective Attachment B for a Program Period, Customer may notify the Company with a request to participate in the MVE Service program during that Program Period. A request for MVE Service must be provided in the manner specified in the Currently-Effective Attachment B for the Program Period and must include an estimate of Customer's maximum available curtailable energy and requested MVE Firm Demand. The Company has the right to limit the number of participants in the MVE Service program for a Program Period.

In order for Customer to participate in and to receive the billing payments defined herein for MVE Service, an enabling contract for MVE Service shall be entered into between Company and Customer within one month following Company's receipt of Customer's request to receive the billing payments defined herein. Contracts may be in the form of an addendum to an existing Agreement for Electric Service. Service provided as MVCO Service is eligible to be provided as MVE Service only after the Maximum Curtailments Customer has selected under MVCO Service for a particular month have been satisfied.

C. AGREEMENT FOR CURTAILMENTS

During each business day of the Program Period identified on the Currently-Effective Attachment B, between 8:00 A.M. CDT and 12:00 noon CDT of the same business day, Company may receive offers via telephone, facsimile, or electronically from participating Customers for curtailable energy on the immediately following business day. Such offers must include both an estimate of Customer's amount of energy available for curtailment and Customer's price necessary for curtailment. Company, at its sole discretion, will accept or reject any and/or all of these offers that it chooses by 4:00 P.M. CDT of the business day on which the offer is received. If Company accepts a Customer's offer, then the Company will provide the Customer with a Curtailment Confirmation Statement communicated in the manner specified in the enabling contract.

Notwithstanding the above, the Company may solicit a bid after 12:00 noon CDT and accept an offer after 4:00 P.M. CDT for following business day curtailment, and provide a Curtailment Confirmation Statement if agreement is reached.

D. BILLING PROVISIONS

- (1) Regular Rate Application: All service supplied through the meter shall be billed pursuant to the Customer's currently effective Regular Rate Schedules and any appropriate rider schedules. Any additional metering and communication costs related to MVE Service shall be paid by the Customer.
- (2) MVE Curtailable Billing Energy Payment: When a Customer's offer is accepted pursuant to Section IV.C above, as evidenced by a Curtailment Confirmation Statement, an MVE Curtailable Billing Energy Payment from Company to Customer shall apply. The MVE Curtailable Billing Energy Payment for a curtailment shall be equal to the amount of Curtailable Billing Energy multiplied by the Confirmation Price.

- (3) Curtable Monthly Customer Charge: For any month within a Program Period that the Customer contracts for MVE Service hereunder, a Curtable Monthly Customer Charge per point of delivery shall apply, in addition to any monthly charge(s) contained in the Customer's Regular Rate Schedules. The Curtable Monthly Customer Charge shall be identified in the Currently-Effective Attachment B.
- (4) Non-Compliance Penalty: If agreement is reached between Company and Customer as evidenced by a Curtailment Confirmation Statement and Customer fails to reduce its demand to its MVE Firm Demand for the agreed upon MVE Curtable Hours, a penalty charge for each such occurrence shall be added to Customer's bill for the month in which the failure to curtail occurred. The penalty charge will be in an amount equal to five (5) multiplied by that curtailment's Confirmation Price multiplied by the amount that Customer's actual hourly metered demand exceeded its MVE Firm Demand. The Non-Compliance Penalty shall be included in the development of the monthly bill for that month prior to the application of any taxes or other revenue-based adjustments.

E. OTHER PROVISIONS

Except as modified herein, all provisions of the applicable Regular Rate Schedules shall apply.

ATTACHMENT A**MARKET VALUED CURTAILABLE SERVICE - MARKET VALUED CALL OPTION SERVICE****CALENDAR YEAR: 2012**

CT

COMPANY'S INTERNET WEBSITE ADDRESS: <http://www.energy.com>**MARKET VALUED CALL OPTION PARAMETERS**Subscription Period: March 1 – March 31Acceptance Date: April 15Curtable Monthly Customer Charge: \$500.00 per MonthProgram Period: May 1 – September 30Must all Program Period months be selected for Market Valued Call Option Service? YESCall Option Energy Price(s): May, June and September: \$100/MWh
July and August: \$150/MWhCall Option Curtable Hours (Central Prevailing Time): 12:00 noon to 8:00 P.M.
Sunday through SaturdayCurtable Notification Preference: Day-Ahead Notice or Same-Day NoticeMaximum Hours per Curtable: Eight hoursMaximum Curtable: May, June and September: 15 per month
July and August: 20 per month**CUSTOMER'S BID PROCESS**

Customer shall submit bids to Company during the Subscription Period via mail, telephone or facsimile on a Company furnished form of bid sheet (available via the Company's Internet Website). Each submitted bid sheet must include the following information: (1) an estimate of Customer's Curtable Demand by month; (2) Customer's bid of the monthly dollar amount per MW Customer will receive during the Program Period in exchange for Company's right to curtable (the "Call Option Premium"); (3) Customer's Call Option Firm Contract Demand by month; (4) Customer's Curtable Notification preference, as selected from the choice(s) above in the Market Valued Call Option Parameters section, (5) the Call Option Energy Price, as selected from the choice(s) above in the Market Valued Call Option Parameters section, to be received by Customer in the event curtable of energy are requested; and (6) Maximum Curtable by month, as selected from the choice(s) above in the Market Valued Call Option Parameters.

ATTACHMENT B**MARKET VALUED CURTAILABLE SERVICE - MARKET VALUED ENERGY OPTION****CALENDAR YEAR: 2012**

CT

COMPANY'S INTERNET WEBSITE ADDRESS: <http://www.energy.com>**MARKET VALUED ENERGY OPTION PARAMETERS**Curtable Monthly Customer Charge: \$500.00 per MonthProgram Period: January 1, 2012 – December 31, 2012

CT

MVE Curtable Hours (Central Prevailing Time):

January – April and October – December: 4:00 A.M. to noon and/or 2:00 P.M. to 10:00 P.M., Monday through Friday, excluding holidays.

May – September: 12:00 noon to 8:00 P.M., Monday through Friday, excluding holidays.

CUSTOMER'S BID PROCESS

Customers may request to enroll in the MVE Service program via mail, telephone or facsimile at any time following the filing of this Attachment B. The request to enroll must include an estimate of Customer's maximum available Hourly Curtable Energy and estimated MVE Firm Demand. If Customer's request to enroll is accepted by Company in its sole discretion, an enabling contract shall be entered into between Company and Customer within one month following Company's receipt of the request. The enabling contract shall include provisions addressing how offers will be made by Customer and accepted by Company during the Program Period.