

RIDER 876
BACK-UP AND MAINTENANCE INDUSTRIAL SERVICE RIDER

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TO WHOM AVAILABLE

As shown on Appendix A, this Rider is available to Customers taking service under Rate 831 who desire to take service subject to Curtailments from the Company for Back-up or Maintenance purposes. Nothing in this Rider excuses the Customer from its Rate 831 Tier 2 and Tier 3 Curtailment obligations or the penalties associated with failing to meet those obligations. Customers will be required to comply with MISO directed Curtailment by dropping to the registered firm service level associated with their LMR registrations or a level that achieves the sought relief requested by MISO. Back-up and Maintenance Services under this Rider shall be subject to Curtailments when Curtailment under Rate 831 are insufficient. Service under this Rider is subject to the conditions set forth in this Rider and the Company Rules. Energy under this Rider shall be subject to other Riders as identified on Appendix A. A Customer taking service under this Rider shall operate its Cogeneration System to meet its demand in excess of the sum of its Rate 831 Tier 1, Tier 2 and Tier 3 Contract Demands except when its Cogeneration System is experiencing a forced outage or derate, or when the Customer is taking confirmed Maintenance Service under this Rider.

CHARACTER OF SERVICE

Subject to the provisions applicable to Back-up or Maintenance Service under this Rider, Customer shall request in writing, which can be via electronic mail, an amount of capacity and the duration of said capacity shall be needed. The Company shall by written notice, which can be via electronic mail, confirm the amount of capacity it is willing to accept as load on its system and the duration of said capacity shall be available to the Customer.

Under no circumstance will the Company provide services under this Rider greater than the hourly integrated load as measured by the Company's meters. Under no circumstances will the Company provide services under this Rider for Energy being sold in the wholesale market or through any other bilateral arrangement.

As an alternative to Back-Up and Maintenance Service under this Rider, a Customer can elect to instead cover the risk associated with derates and outages of its Cogeneration System without risk of Curtailment by utilizing Rate 831 Tier 2 or Tier 3 service and procuring capacity through the MISO Planning Resource Auction (PRA) or via a third party subject to Rate 831.

Back-up Service

Subject to the requirements of Back-up Service in this Rider, the amount confirmed by Company shall be deemed firm load, subject to Curtailments. Confirmation of a Customer request for Back-up Service under this Rider shall not be withheld by the Company provided the request for Back-up Service is made in full conformance with the terms and conditions for Back-up Service under this Rider.

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Back-up Service (Continued)

A Customer with verified electric generation capable of meeting the efficiency standards established for a Cogeneration System may request (including on a pre-qualifying basis) Back-up Service that may only be available for up to forty-five (45) calendar days per Cogeneration System per twelve (12) rolling months. Eligibility for Back-Up Service requires a contract between the Customer and the Company that includes information on the Cogeneration System(s). Customer shall provide initial notice of request of Back-up Service within 60 minutes of event, including (i) information reasonably verifying such event, (ii) expected outage schedule, and (iii) daily notice to Company thereafter during and throughout the conclusion of an event.

Maintenance Service

Subject to the requirements of Maintenance Service in this Rider, the amount confirmed by Company shall be deemed firm load, subject to Curtailments.

RATE

Back-up Service

Demand Charge

The Demand Charge shall be the applicable Rate 831 Tier 1 Demand Charge, divided by the number of calendar days within the applicable calendar month, per kW per day.

Energy Charge

All kWhs used for Back-up Service shall be subject to an Energy Charge equal to NIPS.NIPS Real-Time LMP plus Rate 831 Transmission Charge of \$0.008525 per kWh for all Energy for Back-Up Service shall be billed on an hourly basis and considered first through the meter.

All Energy for Back-up Service shall be considered first through the meter and billed on an hourly basis at the lower of: (i) one hundred percent (100%) Load Factor for the confirmed Back-up Service capacity, or (ii) the total energy consumed by the Customer under this Rider and Rate 831, as applicable, during the period in which Back-up Service capacity was taken by the Customer.

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Maintenance Service

For Customers (i) requesting service in writing at least twenty (20) days in advance of the need for Maintenance Service, (ii) requesting service for days not including June, July, August and September, and (iii) maintaining such requested daily schedule without material change, the following charges shall apply for up to a maximum of sixty (60) calendar days in any twelve (12) month rolling period:

Demand Charge

For Customers requesting service for January, May and/or December, the Demand Charge shall be \$0.46 per kW per day.

For Customers requesting service for February, March, April, October and/or November, the Demand Charge shall be \$0.26 per kW per day.

Energy Charge

The Energy Charge for all maintenance kWhs for Rate 831 Customers shall be the Energy and base fuel Charge in Rate 831 Tier 1 plus the Transmission Charge in Rate 831. All Energy for Maintenance Service shall be billed on an hourly basis and considered first through the meter.

To the extent Customer seeks to recall the amount of Maintenance Service confirmed by Company, Customer shall provide at least forty-eight (48) hours prior notice. In such instance, Company shall confirm to Customer the amount recalled within twenty-four (24) hours of notice of recall and such recalled amounts shall not contribute towards the maximum days permitted under this Rider.

DETERMINATION OF BILLING DEMAND

The Billing Demand for the day for Maintenance Service for Rate 831 Customers shall be the confirmed amount of Maintenance Service.

The Billing Demand for the day for Back-up Service shall be the confirmed amount of Back-up Service.

To the extent the Company has confirmed a recall of Maintenance Service under the provisions of this Rider, Customer shall not be charged for the amount recalled.

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GENERAL TERMS AND CONDITIONS OF SERVICE

1. Contract For Back-Up Service

Any Customer requesting Back-Up Service under this Rider shall enter into a written contract for an initial period of not less than one (1) Contract Year, and such contract shall continue from month-to-month thereafter unless cancelled by either party giving to the other party sixty (60) days prior written notice of the termination of such contract at the end of the initial period or at the end of any calendar month thereafter.

Notwithstanding the foregoing, contracts under this Rider shall terminate in accordance with Rule 5.8 of the Company Rules.

2. Default Schedule

Notwithstanding the foregoing conditions of service under this Rider, service shall be subject to the provisions of Rule 5.9 of the Company Rules.

CUSTOMER'S FAILURE TO COMPLY WITH REQUESTED CURTAILMENT

A Customer is deemed to have failed to comply with a Curtailment when the Customer's current integrated Demand, as measured by the meters installed by the Company (netted across aggregated Customer Premises, if applicable) at the time of a Curtailment of service, has not decreased to a level of the Customer's specified Firm Contract Demand as defined in Rate 831 Tier 1 or the sum of firm Contract Demand under Rate 831 Tier 1 plus any procured capacity under Rate 831 Tier 2 and Tier 3.

If a Customer fails to comply with a Curtailment, the Customer shall be liable for any charges and/or penalties from any governmental agency(ies) having jurisdiction or duly applicable organization including MISO, FERC, NERC and ReliabilityFirst for failure to comply with a Curtailment to the extent such penalties are specifically invoked on the Company due to the failure of the Customer to comply with the Curtailment.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules, IURC Rules, and MISO Rules.