

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY
(SANTEE COOPER)
LARGE LIGHT AND POWER
ECONOMY POWER SERVICE
RIDER L-09-EP

Section 1. Availability and Applicability

(A) Service hereunder, "Economy Power," shall be available to customers meeting the availability requirements of the Authority's Large Light and Power Rate Schedule L-09 or its successor (hereinafter, "Schedule L"), to which this Rider L-09-EP is attached and made a part of. In addition, service hereunder shall be available only to specified Delivery Points upon a prior written agreement between the Authority and the Customer with respect to each such Delivery Point, in the form of an appropriate Delivery Point Specification Sheet attached to the Service Agreement between the Customer and the Authority.

(B) In order to receive service under this Rider L-09-EP, the sum of the Customer's Contract Demands under this Rider L-09-EP plus the sum of the Customer's Firm Contract Demand and Interruptible Contract Demand must equal or exceed 2,000 kW.

Section 2. Character of Service

(A) Economy Power hereunder shall consist of the supply of electric power and energy, of the same general characteristics as described in Schedule L, that the Authority may from time to time, in its sole discretion, determine to be available from the Authority's resources (including the Authority's arrangements with other utilities) in excess of the power and energy requirements of the Authority's other customers.

(B) The Authority shall use good faith efforts to notify the Customer of the availability of Economy Power in each clock hour prior to the beginning of such hour through a means established by the Authority from time to time. With each such notification, the Authority also shall supply the Customer with a quotation of the Economy Energy Price, in cents per kilowatt hour, applicable to Economy Power during the hour to which the notification applies.

(C) In order to receive Economy Power at a Delivery Point during an hour, the Customer shall respond to the Authority's notification for such hour within a period of time, to be established by the Authority, following such notice. Such response shall include the amount of Economy Power the Customer requests and is willing to receive in the applicable hour, subject to its availability. The Authority, at its option, may respond to confirm agreement to the Customer's request or may not respond further, in which event such confirmation and agreement shall be deemed to have been given.

(D) The Authority shall use its reasonable best efforts, but shall be under no obligation whatsoever, to provide periodic estimates of the expected availability and price of Economy Power for upcoming hours and upcoming days. However, such estimates shall be estimates for preliminary planning purposes only, shall be subject to change without notice, and shall have no force or effect. To facilitate the Authority's planning and the aforementioned estimates, the Customer, at the request of the Authority, shall promptly provide the Authority with the Customer's best reasonable estimate of the Customer's requirements for Economy Power in upcoming hours and days. However, such estimates shall be for preliminary planning purposes only, shall be subject to change without notice, and shall have no force or effect.

(E) As used herein, "Scheduled Economy Energy" shall, for any hour, be the amount, if any, of Economy Power scheduled for delivery to the Customer during such hour pursuant to this Rider L-09-EP. "Delivered Economy Energy", for any hour or half-hour, shall be the amount, if any, by which the metered deliveries of power and energy to the Customer in such hour or half-hour exceed the sum of (i) the Customer's then-current Firm Contract Demand under Schedule L, (ii) the Customer's then current Supplemental Power Contract Demand, if any, pursuant to Rider L-09-SP and (iii) the Customer's then current Interruptible Contract Demand, if any, pursuant to Rider L-09-I, but in no event greater than the Customer's then current Economy Power Contract Demand hereunder.

(F) All power and energy used by the Customer during a Curtailment Period in excess of the demand limitation set forth in the Authority's notice for such Curtailment Period identified in Section 4 (B)(2) shall be classified as Excess Economy Power; provided, however, that the Authority shall be under no obligation whatsoever to furnish such Excess Economy Power.

Section 3. Monthly Rates and Charges

Charges to the Customer for Economy Power hereunder shall be equal to the sum of (i) the Monthly Customer Charge, (ii) the Monthly Reservation Charge, (iii) the Monthly Energy Charge, and (iv) the Monthly Excess Economy Power Demand Charge, all as set forth below:

(A) Monthly Customer Charge

The Monthly Customer Charge hereunder shall be \$600.00 per month for each Billing Month.

(B) Monthly Reservation Charge

The Monthly Reservation Charge hereunder shall be equal to the Customer's Economy Power Contract Demand for such Billing Month, in kilowatts, times \$1.58 per kilowatt.

(C) Monthly Energy Charge

The Monthly Energy Charge hereunder shall be the aggregate sum of all applicable Hourly Energy Charges during the Billing Month. Each such Hourly Energy Charge shall be the sum of (1), (2), and (3) below for such hour:

- (1) the amount, if any, of Delivered Economy Energy up to the amount of Scheduled Economy Energy for the hour times the Economy Energy Price for that hour;
- (2) the amount, if any, by which the Customer's Delivered Economy Energy for the hour was less than the Customer's Scheduled Economy Energy for the hour, times 23% of the Economy Energy Price for such hour; and

- (3) the amount, if any, by which the Customer's Delivered Economy Energy for the hour exceeded the Customer's Scheduled Economy Energy for the hour, times 200% of the Economy Energy Price for the hour.

In addition, whenever the Customer shall have used Excess Economy Power during a Curtailment Period, the provisions of Section 4 (B) below shall apply.

For each hour, the aforementioned Economy Energy Price applicable to Economy Power hereunder shall be the price quoted by the Authority for the hour pursuant to Section 2 hereof. For each hour, such Economy Energy Price shall be the greater of (i) the Authority's Incremental Energy Cost, times a factor of 1.3 not to exceed \$15.00 per MWH above the Authority's Incremental Energy Cost, or (ii) the price at which the Authority could have sold such Economy Power to another utility or utilities, based on actual quotes from such other utility or utilities. Such Incremental Energy Cost shall be the Authority's best reasonable estimate of its out-of-pocket, incremental cost of producing Economy Power during such hour, as determined in accordance with usual utility practice. In no event shall the final Economy Energy Price quoted by the Authority for an hour be subject to after-the-fact adjustment.

(D) Monthly Excess Economy Power Demand Charge

The Monthly Excess Economy Power Demand Charge hereunder shall be equal to (i) the greatest 30-minute integrated kW demand of Excess Economy Power, multiplied by (ii) six (6) times the sum of the per-kW rates for the Firm Base Demand Charge and the Excess Demand Charge specified in Schedule L.

(E) Optional Energy Charge(s)

From time to time, at its sole discretion, the Authority may elect to offer customers served under this Rider pricing alternatives, which provide the customer with the opportunity to hedge its cost of energy against hourly changes in Economy Energy Price under the Economy Power Rider. The Optional Energy Charge(s) hereunder shall be set forth along with the terms and conditions of each alternative in writing. The Customer, at its sole discretion, shall have the choice of receiving any portion of Economy Energy under the Optional Energy Charge(s).

Section 4. Determination of Demands

(A) Economy Power Contract Demand

(1) The Customer's Economy Power Contract Demand for each Delivery Point shall be established initially by mutual agreement of the Authority and the Customer, as evidenced in the Delivery Point Specification Sheet for the Delivery Point that is attached to, and a part of, the Service Agreement between the Customer and the Authority.

(2) The Customer's Economy Power Contract Demand may be unilaterally reduced by the Customer, in whole or in part, such reduction to become effective at the beginning of a Billing Month specified by the Customer if, and only if, the Customer shall have provided the Authority with at least twenty-four (24) months prior written notice of such reduction. Notices of such reductions in the Customer's Economy Power Contract Demand shall be irrevocable once given.

(3) The Customer's Economy Power Contract Demand, once established or reduced, may be increased only (i) pursuant to the terms of this Rider L-09-EP, or (ii) by mutual agreement between the Authority and the Customer evidenced by the execution of a new, revised Delivery Point Specification Sheet for the Delivery Point to which the increase is to apply. The Authority shall be under no obligation to agree to any such increase but shall give good faith consideration to each such request. In such an event, the Authority may require that additional, special terms and conditions applicable to service to the Customer be included in the aforementioned new Delivery Point Specification Sheet.

(B) Excess Demands

(1) The amount of Economy Power requested by the Customer in an hour shall be subject to pro rata reduction in the event the Authority determines, in its sole judgement, the aggregate amount of Economy Power so requested by the Customer and all other such customers exceeds the total amount available for such hour. In such event, the Authority shall so notify the Customer prior to the beginning of such hour, and the prorated amount requested by the Customer shall be deemed to supersede the Customer's prior request and shall be deemed to constitute the agreed-upon amount of Economy Power for delivery to the Customer's Delivery Point for that hour, unless the Customer, prior to the beginning of the hour, withdraws its request altogether after receiving such notice from the Authority.

(2) Notwithstanding any other provision of this Rider L-09-EP or Schedule L to the contrary, the Authority shall be able to call for partial or complete curtailment of receipt of Economy Power by the Customer at any time that the Authority, in its sole judgement, determines that (i) such Economy Power is no longer available and that continued use thereof by Customer will adversely affect service to the Authority's other customers and/or other utility systems with which the Authority is interconnected, or (ii) circumstances on the Authority's system and/or the systems of any other utility with which the Authority has an interchange arrangement are such that the Authority is unable to supply Economy Power at the Energy Price previously noticed by the Authority. When the Authority calls for such a curtailment, the amount of Economy Power scheduled for delivery to the Customer shall be deemed to be reduced accordingly.

(3) The Authority shall be under no obligation whatsoever to supply Economy Power in an hour in excess of the amount scheduled for delivery to the Customer as herein provided. Nothing herein shall be construed as restricting the right of the Authority to take such steps as the Authority may deem necessary, including without limitation complete interruption of service to the Customer, to limit deliveries to the Customer to the amounts so scheduled.

Section 5. Other Terms and Conditions

Service under this Rider L-09-EP, is subject to the terms of the currently effective Schedule L, the currently effective General Terms and Conditions attached thereto, and the Service Agreement between the Customer and the Authority.

Adopted August 24, 2009
Effective for service rendered on and after November 1, 2009

Supersedes: Schedule L-02-EP,
Effective April 1, 2002