

GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

RIDER S

Applicable to Service Classification Nos. 1, 2, 5, 7, 8, 9, 12, 13 and 14-RA
(Subject to the provisions thereof)

S – COMMERCIAL SYSTEM RELIEF PROGRAM

(A) Applicability

To any Customer taking service under Service Classification (“SC”) No. 1, 2, 5, 7, 8, 9, 12, or 13 of this Rate Schedule or an equivalent SC of the Retail Access Rate Schedule; to any Customer taking service under SC No. 14-RA; to any customer of the New York Power Authority (“NYPA”) or the New York City Public Utility Service (“NYCPUS”); and to any Aggregator that meets the requirements of this Rider.

Service is available under this Rider only in the New York Independent System Operator (“NYISO”) Zone J. This Rider is applicable to Customers and Aggregators who agree in writing to provide Load Relief in a Network during all Contracted Hours required for such Network whenever the Company designates Planned Events during the Summer Period. Participants may also agree to voluntarily provide Load Relief if an Emergency Event is called.

A Customer must contract to provide at least 50 kW of Load Relief. An Aggregator must contract to provide a total of at least 100 kW of Load Relief in one or more Networks. Each Summer during 2011 and 2012, total participation under this Rider is limited to 200,000 kW. Applications will be accepted on a first come, first served basis.

If other requirements for service under this Rider are met, Electric Generating Equipment may be used to participate under this Rider subject to the provisions set forth in Section (C) below. The participating Customer or Aggregator is responsible for determining that the operation of the generating equipment under this Rider will be in conformance with any governmental limitations on operation.

(B) Definitions

The following terms are defined for purposes of this Rider only:

"Aggregator" means a party other than the Company that aggregates the load of Customers who collectively have a load reduction potential of 100 kW or greater and that is responsible for the actions of the Customers it represents, including performance and, as applicable, performance adjustments, penalties, and repayments to the Company.

“CBL” means the customer baseline load as calculated under the NYISO Customer Baseline Load methodology, using either the weather-sensitive adjustment option (the “weather adjusted CBL”) or the average-day CBL.

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GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(B) Definitions - Continued

“CBL Verification Methodology” means the methodology used by the Company to verify the actual Load Relief provided (kW and kWh) during each hour of each designated Load Relief Period as well as the methodology used by the Company to verify the actual Load Relief provided (kW and kWh) during a Test Event. Actual load levels are compared to the customer baseline loads to verify whether the Customer or Aggregator provided the kW of contracted Load Relief; provided, however, that the Company may estimate the data pursuant to the Company's operating procedure if data is not available for all intervals. When the weather-adjusted CBL methodology is used and the weather adjustment falls outside of the NYISO defined ranges (i.e., the weather is atypical on the day of the Planned Event, Emergency Event, or Test Event), the Company may review and revise a participant's baseline based on the Customer's historical load data.

“Contracted Hours” refers to the five-hour period during a Summer weekday, Monday through Friday, excluding federal holidays, during which the Customer or Aggregator contracts to provide Load Relief in a Network whenever the Company designates a Planned Event. The Contracted Hours are established by the Company for each Network based on individual Network needs and will be posted on the Company's website no later than February 1 for the upcoming Summer Period.

“Electric Generating Equipment” refers to: (a) electric generating equipment at the premises of a Customer served under Service Classification No. 14-RA of the Retail Access Rate Schedule or Rider R and used to provide Load Relief under this Rider; or (b) emergency electric generating equipment that is interconnected and operated in compliance with General Rule III-13(E) and used to provide Load Relief under this Rider.

“Emergency Event” refers to the Company's request for Load Relief: (a) on less than 21 hours' advance notice; or (b) for hours outside of the Contracted Hours.

“Load Relief” refers to power (kW) and energy (kWh) ordinarily supplied by the Company that is displaced by use of Electric Generating Equipment and/or reduced by the Customer or Aggregator.

“Load Relief Period” refers to the hours for which the Company requests Load Relief when it designates a Planned Event or an Emergency Event in a Network.

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GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM- Continued

(B) Definitions - Continued

“Performance Adjusted kW” refers to the kW level that a Customer or Aggregator requests to provide subsequent to the imposition of a Penalty. The Performance Adjusted kW must be a level such that: (a) it is equal to or less than the average hourly kW of Load Relief that was provided during the most recent Event (i.e., Test Event, Planned Event, or Emergency Event); and (b) in the month in which the Performance Adjusted kW is to become effective, the Performance Factor calculated using the Performance Adjusted kW is greater than the Performance Factor calculated without regard to the Performance Adjusted kW but not greater than 1. The Performance Adjusted kW will become effective commencing the first day of the first calendar month after the request is received and will remain in effect thereafter until the earlier of: (a) the month following a request to increase the Performance Adjusted kW, pursuant to Section (H)(3); (b) the month in which the Performance Factor calculated without regard to the Performance Adjusted kW is lower than the Performance Factor calculated using the Performance Adjusted kW; or (c) the term of service under this Rider ends.

“Performance Factor,” when a Planned Event is called in a Network, is the ratio of (a) the average hourly kW of Load Relief provided by the Customer or Aggregator in the Network up to the kW of contracted Load Relief during all Contracted Hours to (b) the kW of contracted Network Load Relief. “Performance Factor,” when a Test Event is called in a Network, is the ratio of (a) the kW of Load Relief provided by the Customer or Aggregator in the Network up to the kW of contracted Load Relief during the Test hour to (b) the kW of contracted Network Load Relief. “Performance Factor,” when a Performance Adjustment is in effect, is the ratio of the Performance Adjusted kW to the kW of contracted Network Load Relief. “Performance Factor,” when more than one Planned Event and/or Test Event is called in a Network during the month, refers to the average of the Performance Factors for the Customer or the average of the Performance Factors for the Aggregator in the Network during that month. If the Performance Factor for the current month is lower than the prior month’s Performance Factor, the lower Performance Factor becomes the new Performance Factor for the current month and each month thereafter until: (a) the month in which new or increased Performance Adjusted kW becomes effective, in which case the Performance Adjusted kW is used to calculate the Performance Factor; or (b) the month in which the Performance Factor is lower than the prior month’s Performance Factor, in which case the lower Performance Factor becomes the new Performance Factor. Customers and Aggregators may increase the kW of contracted Load Relief in subsequent Summer Periods above their previously contracted kW of Load Relief, provided their most recent Performance Factor was not less than 1. The Performance Factor is rounded to two decimal places.

“Planned Event” refers to the Company’s request, on not less than 21 hours’ advance notice, for Load Relief during the Contracted Hours. Planned Events will be called when the Company’s day-ahead forecasted load level is at least 96 percent of the forecasted summer system-wide peak. Day-ahead and summer peak forecast information for the system will be posted to the Company’s website.

“Renewable Generation” means behind-the-meter electric generating equipment that is not fossil-fueled and has no emissions associated with it.

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GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(B) Definitions - Continued

“Summer” or “Summer Period,” as defined solely under this Rider, refers to the period May 1 through October 31.

“Test Event” refers to the Company’s request, on not less than 21 hours’ advance notice, for Load Relief during a 60-minute period designated by the Company within the five-hour span of Contracted Hours.

(C) Applications and Term of Service

- (1) Applications for service under this Rider must be made electronically. The Company will not accept an application unless all required information is provided. If the Company accepts an application by April 1, service will commence under this Rider on May 1 unless the application specifies a June 1 commencement date. If the Company accepts an application by May 1, service will commence under this Rider on June 1. Applications will not be accepted after May 1 for participation during the current Summer Period.
- (2) A Customer or Aggregator may apply in writing to change the CBL Verification Methodology, to change the kW of contracted Load Relief in a Network, or to terminate service under this Rider for the upcoming Summer Period provided the request is received no later than May 1.
- (3) Customers and Aggregators may enroll under this Rider for a period of up to three consecutive Summers, provided, however, that, each Summer, participants will be subject to the terms, conditions, payment rates, and penalties that are in effect for that participation year, as those terms, conditions, payment rates, and penalties may change from year to year.
- (4) Each application must state the kW of Load Relief that the Customer or Aggregator contracts to provide for the five Contracted Hours required for the Network(s). The weather-adjusted CBL will be used as the CBL Verification Methodology for each Con Edison account number enrolled, unless the application specifies that the average-day CBL is to be used for verification of performance.
- (5) Except for Renewable Generation, Electric Generating Equipment is prohibited from operating under this Rider within one-half mile of a peaking generator located at Gowanus (Brooklyn), Narrows (Brooklyn), Hudson Avenue (Brooklyn), Astoria (Queens), 59th Street (Manhattan, West Side) and 74th Street (Manhattan, East Side), all as shown on the Company’s website.

In other geographic areas, participation by diesel-fired Electric Generating Equipment will be permitted only if the engine for the equipment is model year 2000 or newer. Participation by these diesel-fired Electric Generating Equipment will be limited to 20 percent of the total kW enrolled under this Rider for the Summer Period. Enrollment by such generators will be accepted on a first come, first served basis. Within these geographic areas, no limit or cap will be placed on following: natural gas-fired rich burn Electric Generating Equipment that incorporates three-way catalyst emission controls; natural gas lean-burn Electric Generating Equipment with an engine of model year vintage 2000 or newer; or Electric Generating Equipment that has a NOx emissions level of no more than 2.96 lb/MWh.

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GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(C) Applications and Term of Service - Continued

- (6) If a Customer or Aggregator requests to operate Electric Generating Equipment for Load Relief purposes under this Rider, the application must state generator information, including the unit's serial number, nameplate rating, manufacturer, date of manufacture, fuel type or energy source, the kW enrolled using this equipment, and identification as to whether the unit incorporates three-way catalyst emission controls (natural gas-fired rich burn), a natural gas lean-burn engine of model year vintage 2000 or newer, or a diesel-fired engine of model year vintage 2000 or newer, or whether it has a NOx emission level of no more than 2.96 lb/MWh. If the generating equipment has a NOx emission level of no more than 2.96 lb/MWh, but is not natural gas-fired rich burn generating equipment that incorporates three-way catalyst emission controls, a natural gas lean-burn engine of model year vintage 2000 or newer, or a diesel-fired engine of model year vintage 2000 or newer, written certification by a professional engineer must be attached to the application attesting to the accuracy of all generation-related information contained in the application, including the NOx emission level.

Copies of all New York State Department of Environmental Conservation ("DEC") permits must be included with the application. By applying for service under this Rider, Customers and Aggregators (on behalf of their customers) agree to permit the Company to provide information regarding the Electric Generating Equipment to the DEC for its review, subject to the DEC's agreement to keep this information confidential.

Furthermore, participants enrolled in a NYISO market-based program offered by the Company, NYPA or other entity, such as the Day-ahead Demand Response Program or the Demand-Side Ancillary Service Program, must provide the Company with their NYISO generator identification number, under a confidentiality agreement, and give the Company the ability to view their market participation activity. This information will be used to verify the times of participation in these other programs to prevent double-payment during concurrent events.

- (7) Rider T participants may not participate under this Rider. Participation under this Rider is permitted to participants in other programs that provide payment for capacity, such as the NYISO's Special Case Resources Program, NYPA's Peak Load Management Program, the Company's Rider P, and the Company's Rider U.
- (8) Customers and Aggregators must meet the metering requirements specified in Section (E).

(D) Notification by the Company and Required Response

- (1) The Company will notify Customers and Aggregators by phone or e-mail, or both, in advance of the commencement of a Load Relief Period or Test Event. The Customer or Aggregator shall designate in writing an authorized representative and an alternate representative to receive the notice. If an Aggregator is served under this Rider, only the Aggregator will be notified of the Load Relief Period or Test Event. The Aggregator is responsible for notifying all of the customers within its respective aggregation group.

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GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(D) Notification by the Company and Required Response - Continued

- (2) If the Company designates a Planned Event or a Test Event, the Company will provide advance notice at least 21 hours in advance of the event. The Company will again provide advance notice on the day of the event, usually two or more hours in advance.
- (3) If the Company designates an Emergency Event, notice will be given as soon as practicable. Participants are requested to provide Load Relief as soon as they are able.
- (4) For all Planned Events called by the Company during the Summer Period, participation is required during all Contracted Hours. For Test Events called by the Company, participation is required during the Test period, which will not exceed one hour.

(E) Metering

- (1) Participation under this Rider requires that each participant's entire service be measured by interval metering with telecommunications capability used by the Company for monthly billing. If an Aggregator takes service under this Rider, all customers of the Aggregator must meet the metering and telecommunications requirements specified hereunder.
- (2) If, at the time of application for service under this Rider, the Company does not bill the participant monthly using interval metering, the Customer shall arrange for the furnishing and installation of interval metering with telecommunications capability to be used for billing and arrange for telecommunications service, at the participant's expense, net of any discount or rebate received by the participant. If metering that communicates by landline is requested, the Company will issue an invoice within three days of its receipt of the completed meter request. If metering that communicates wirelessly is requested, the Company will charge \$200.00 to visit the premises to determine whether or not this is viable. Within five business days of receiving payment, the Company will visit the premises to determine wireless viability and issue an invoice that: (a) if wireless communications are viable, contains the cost of the meter upgrade, the name of the wireless carrier that must be used by the participant, and the Electronic Serial Number ("ESN") that the participant must provide to the carrier to activate the Company's wireless modem, or (b) if wireless communications are not viable, contains the cost of a meter upgrade that requires use of a landline. The Company will not be required to meet the five business-day timeframe if there are reasons outside of the Company's control, such as a major storm or denial of access to the meter.
- (3) The metering equipment and telecommunications service may be installed and made operational following the Company's acceptance of the completed application, but no later than April 1 to commence service under this Rider on May 1 and no later than May 1 to commence service under this Rider on June 1. Customers or Aggregators that do not have metering and/or telecommunications service operational by such required date will be subject to a Penalty, as specified in Section (H), unless the delay was due to the Company's failure to install required metering within three weeks of the applicant's payment for a meter upgrade. Participation under this Rider will commence the first day of the first Summer month that occurs at least 30 days after both the interval metering and communications become operational.

(General Information - Continued on Leaf No. 158-P)

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GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(E) Metering - Continued

- (4) The Company will install interval metering (i) within three weeks of an applicant's request and payment for an upgrade to interval metering that has landline telecommunications capability, and (ii) within three weeks of the later of the Company's receipt of payment for an upgrade to interval metering with wireless communications capability and receipt from the participant of the active Internet Protocol ("IP") address that the wireless carrier has assigned to the modem's ESN. If the Company misses the installation time frame, it will make a "Lost Reservation Payment," unless the meter delay was caused by a reason outside the Company's control, such as the telephone company's failure to install a landline or, if, at the Company's request, the Commission grants the Company an exception due to a condition such as a major outage or storm. A Lost Reservation Payment will be calculated by determining the number of months between the earliest month in which the customer could have begun participation had the meter been installed within the required timeframe (assuming the Company's acceptance of a completed application and receipt of payment for the meter upgrade) and the first month following the completed installation, and multiplying that number by the pledged kW and associated per-kW Reservation Payment Rate.

(F) Payments

(1) Reservation Payments

- (a) Customers and Aggregators will receive, for each Summer month in which they are enrolled, a Reservation Payment. The Reservation Payment rate per kW is determined for each Network and is based on the number of cumulative Planned Events in that Network for which the Customer or Aggregator was asked to provide Load Relief during the Summer Period, as follows:

The payment rate is \$5 per kW per month in months in which, as of the last day of such month, the Company asked the Customer or Aggregator to provide Load Relief in the Network for four or fewer cumulative Planned Events since the current Summer Period commenced.

The payment rate is \$10 per kW per month in months in which, as of the last day of such month, the Company asked the Customer or Aggregator to provide Load Relief in the Network for five or more cumulative Planned Events since the Summer Period commenced.

- (b) The Reservation Payment per month is equal to the applicable Reservation Payment Rate per kW per month multiplied by the kW of contracted Network Load Relief multiplied by the Performance Factor.
- (c) The Company may make payments for participation in one or more Networks in need of load relief after conducting Requests for Proposals for such networks. The payment amount will be determined based on alternative relief measures and will be filed by the Company with the Public Service Commission on the "Statement of Rider S Payments for Specified Networks," apart from this Rate Schedule, no less than 30 days before the Statement's effective date. Such Statement will identify each Network for which an additional payment will be made, the payment amount per kW for participation in that Network, and the dates such payments are to be in effect.

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GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(F) Payments - Continued

(2) Payment for Participation during Emergency Events

A Customer or Aggregator will receive payment for performance during each Emergency Event, provided the Company can verify that the Customer or Aggregator provided Load Relief.

The payment rate is equal to \$5.00 per kW multiplied by the highest average kW of Load Relief provided in any five consecutive hours during the Load Relief Period. This payment is not available to Rider U participants.

(3) Energy Payments for Load Relief

The Company will make a payment of \$0.50 per kWh to a Customer or Aggregator who provides Load Relief during a Planned Event or Test Event, provided the Company can verify that the Customer provided at least 50 kW of Load Relief and the Aggregator provided at least 100 kW of Load Relief.

Energy payments will not be made under this Rider if the Customer or Aggregator (on behalf of its customer) receives payment for energy under Rider P, U, Rider V, or W or any other demand response program (e.g., NYISO's Day-ahead Demand Reduction Program, NYISO's Special Case Resources Program or NYPA's Peak Load Management Program) implemented by the Company or another entity during concurrent Load Relief hours. If the Customer bids into the NYISO market, either directly or through a third party (e.g., Con Edison or NYPA), and receives payment for energy during concurrent Load Relief hours, energy payments will be made under this Rider only for Load Relief in excess of the Customer's accepted bid, expressed in kWh. Payments will not be made for energy if service is taken under Rider R.

Energy payments will not be made for Load Relief provided during Emergency Events.

(4) Application of Payments

Payments will be calculated monthly. Payments, less any Penalties, will be posted to the accounts of Customers enrolled in the program. Payments, less any Penalties, will be made by check or wire transfer to Aggregators and to customers of NYPA and NYCPUS, unless they have Con Edison accounts.

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GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(G) Data Review

The Company reserves the right to review records and/or operations of any Customer, Aggregator, or customer of an Aggregator to verify enrollment information and performance associated with a designated Load Relief Period or Test Event called by the Company. Once the Company initiates a data review, all payments will be suspended pending the outcome of the review. The Company will complete its review within 30 days of receipt of all requested data. Any suspended payments will be reinstated if the Company's review of the data results in a finding that the enrollment and performance information are correct.

If the Company determines that a Customer, Aggregator, or customer of an Aggregator failed to cooperate fully and promptly with the review and/or did not fully comply with the provisions of this Rider and/or provided inaccurate data, the Customer or the customer of the Aggregator will be deemed ineligible to participate in the program until the issue is rectified. In addition, the Customer or Aggregator will be required to make prompt repayment to the Company of any payments that were made to such Customer or Aggregator, on behalf of its customer, for the Summer.

(H) Measurement, Penalties and Adjustment for Non-Performance

(1) Measurement

A single CBL Verification Methodology is used to measure both kW and kWh performance on each account. The weather-adjusted CBL methodology is used to measure performance unless the Customer or Aggregator elected the average-day CBL methodology either at the time that application for service was made under this Rider or by May 1 of the current Summer Period, if later.

Demand reductions of an Aggregator will be measured on a portfolio basis by Network by CBL Verification Methodology.

(2) Penalties

(a) A Customer or Aggregator will be subject to a Penalty for the first month in which the Performance Factor is less than 1.0. The Penalty will be equal to twice the Reservation Payment rate per kW times the difference of one less the Performance Factor. In addition, if the Performance Factor prior to the current month is less than 1.0 and the Performance Factor for the current month is lower than that Performance Factor, the Customer or Aggregator will be subject to a Penalty for the month in which the Performance Factor is further reduced. The Penalty for such month will be equal to twice the Reservation Payment Rate per kW times the difference between the prior Performance Factor and the new (lower) Performance Factor.

After Summer 2011, the Company will refund, without interest, penalties paid by a Customer or Aggregator for 2010 CSRP performance if all of the following conditions are met: (i) the Customer or Aggregator was enrolled in the 2011 CSRP; (ii) the kW of contracted Load Relief for the 2011 CSRP was equal to or greater than the kW enrolled for the 2010 CSRP; and (iii) the Performance Factor for each month during the 2011 CSRP was not less than 1.

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GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(H) Measurement, Penalties and Adjustment for Non-Performance - Continued

(2) Penalties - Continued

- (b) If a Customer or Aggregator fails to arrange for the furnishing and installation of the metering and telecommunications service for an account, as required under Section (E), a Penalty will be assessed for the kW enrolled for that account. Such Penalty, assessed no more than once per year, will be equal to twice the Reservation Payment rate per kW times the kW of contracted Load Relief.

(3) Performance Adjustment

A Performance Adjustment will be applied in calculating the Performance Factor if the Customer or Aggregator requests in writing to provide Performance Adjusted kW and provides Security, if required, pursuant to Section (J) below.

Once a Performance Adjustment is in effect, a Customer or Aggregator may request subsequent increases to the Performance Adjusted kW if the updated kW level meets the requirements for Performance Adjusted kW and any additional Security, if required, is provided. No more than one request will be accepted per month to change to the Performance Adjusted kW.

The Performance Adjustment will become effective commencing the first day of the first calendar month that follows the Company's receipt of the request to initiate or update the Performance Adjusted kW.

(I) Testing

The Company may require a Customer or Aggregator to participate in one or more Test Events, each for a period not to exceed one hour, commencing at a time determined solely at the Company's discretion, but within the Contracted Hours specified for the Network. If the Company can verify that a Customer or Aggregator provided the kW of contracted Load Relief during the Test Event, the Company will make a payment for one hour of energy for the Load Relief achieved up to the contracted amount, as specified in Section (F) of this Rider. A Customer or Aggregator who fails the Test will be subject to the Penalties described in Section (H) of this Rider.

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GENERAL INFORMATION - Continued

VI. Service Classification Riders (Available on Request) - Continued

S – COMMERCIAL SYSTEM RELIEF PROGRAM - Continued

(J) Security Requirements

If the Customer or Aggregator is enrolled for a term of service greater than two Summer periods, a request for a Performance Adjustment pursuant to Section (H) shall be accompanied by Security in the form of a letter of credit. Security shall be provided in the amount of the Penalty that was applied.

The Company will draw upon all or a portion of this Security, as applicable, if a Penalty is assessed subsequent to reinstatement and the Company does not receive payment of the Penalty within thirty days.

The Company will release the letter of credit under any of the following conditions:

- (a) payment of an applicable Penalty is received within thirty days of the Penalty's assessment;
- (b) the entire kW of contracted Load Relief is provided during a subsequent Planned Event or Test Event called during the subsequent Summer; or
- (c) the remaining enrollment term is no greater than two Summer periods.

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