

RIDER CRC
MANUFACTURING AND COMMERCIAL
COMPETITIVENESS RETENTION CREDIT RIDER

I. APPLICABILITY & AVAILABILITY

A. This Rider is applicable on a voluntary basis to any non-residential retail Customer who meets all of the following terms and conditions:

1. During the most recent calendar year, the Customer established at the service location associated with the Customer's Account, as defined in Paragraph II.A., below, a peak measured average 30-minute demand greater than 500 kW, which did not exceed one percent of the Company's peak load during the most recent calendar year; unless, however, the Customer's Account had a non-coincident peak demand in excess of ninety (90) megawatts in calendar year 2006 or any calendar year thereafter; and
2. At the time that the Customer volunteers for service under this Rider and continuing thereafter, the Customer's Account is receiving both Electricity Supply Service and Electric Delivery Service from the Company, pursuant to an approved tariff rate schedule applicable to a Large General Service Customer, as defined in Paragraph II.C., below; and
3. The Customer's Account is not receiving service from the Company under any approved, applicable experimental or pilot program tariff rate schedule; and
4. The Customer's Account is not receiving service from the Company under any approved, applicable tariff rate schedule for market-based rates; and
5. The Customer's Account is not receiving service from the Company under any approved, applicable tariff rate schedule to purchase 100 percent renewable energy pursuant to subdivision A 5 of § 56-577 of the Code of Virginia; and
6. The Customer's Account is not receiving service from the Company under any approved, applicable companion tariff rate schedule.

B. This Rider is applicable only upon the Customer's and the Company's execution of an *Agreement for Electric Service* ("ESA"), subsequent to the effective date of this Rider, that memorializes the Customer's election of Electric Service, including Electricity Supply Service, for each qualifying Customer Account under Rider CRC for a term as identified in Paragraph IV, below, and continuing through and including the latest termination date.

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I. APPLICABILITY & AVAILABILITY (Continued)

- C. Service under this Rider will be effective with the beginning of the billing month immediately following the last regular meter reading date after the criteria in Paragraph I.A., and Paragraph I.B., above, are satisfied.
- D. The Company shall terminate service under this Rider if, during the term of this Rider, the Customer's Account violates or no longer meets the terms and conditions as identified in Paragraph I.A.2, I.A.3, I.A.4, I.A.5 or I.A.6, above, associated with this Rider, at which time the CRC Discounts, as described in Paragraph III, below, shall no longer be applicable to the Customer's Account. Such termination would not affect the term of the ESA as contemplated in Paragraphs I.B and IV.A.

II. DEFINITIONS

- A. "Account" – is defined as the Customer's Company-assigned electric service account number (as may be superseded) associated with the Customer's service location.
- B. "Base Generation Charges" - is defined as the applicable of the Generation Charges pursuant to the Electricity Supply Service Charges section in each applicable tariff rate schedule. Base Generation Charges, however, do not include the transmission charge and all other applicable rider charges identified in the Exhibit of Applicable Riders.
- C. "Large General Service Customer" - is defined as a Customer's Account that has met and continues to meet or could qualify for service under the Company's approved tariff rate Schedule GS-3, Schedule GS-4, or special rates or contracts approved pursuant to § 56-235.2 of the Code of Virginia.

III. APPLICABLE DISCOUNTS

For each Customer Account taking service under Rider CRC, in accordance with an ESA that has been fully executed by the Company and the Customer, a two (2) percent reduction in the Customer's total monthly Base Generation Charges billed by the Company to the Customer's Account under the Customer's existing approved, applicable tariff rate schedule ("CRC Discounts") will be applied to each applicable Customer Account during each billing month.

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IV. TERM OF CONTRACT

- A. The term of contract for the purchase of Electric Service, including Electricity Supply Service, under this Rider shall be as mutually agreed upon, but for not less than three (3) years. Any of the Customer's Accounts transitioned to this Rider shall remain on this Rider for a minimum of three (3) years, continuing thereafter for additional one-year terms unless either the Company or the Customer provides the other Party with written notice of termination at least sixty (60) days prior to the end of the then-current term.

- B. Notwithstanding the provisions of Paragraph IV.A., above, should the Company or the Customer provide the other Party with written notice to terminate the ESA, this Rider shall terminate in accordance with the following:
 - 1. This Rider shall terminate three (3) years after this Rider's effective start date for the Customer's Account; or

 - 2. For Customer Accounts that have satisfied the minimum three (3)-year term in accordance with Paragraph IV.A., above, this Rider shall terminate at the end of the then-current one (1)-year term.