

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY
(SANTEE COOPER)
EXPERIMENTAL
LARGE LIGHT AND POWER
ECONOMIC DEVELOPMENT SERVICE
RIDER L-13-ED-02

SECTION 1. Availability:

(A) Service hereunder, "Economic Development Service" (hereinafter, "Rider") is available to Customers meeting the availability requirements of the Authority's Large Light and Power Rate Schedule L-12 or its successor (hereinafter, "Schedule L"), to which this Rider is attached and made a part of. In addition, service hereunder shall be available only to New Load.

(B) New Load, as used herein, is load that was not served by the Authority prior to the initial effective date of this Rider, and has been determined by the Authority as economic development of the Authority's service area in accordance with Section 1 (C), below. For existing Customers, New Load is the net incremental load (a) above that which existed and (b) was not served by the Authority under Schedule L or under riders L-12-SP, L-12-I, L-12-EP, L-12-EP-O, and L-12-SB, or their successors, prior to the initial effective date of this Rider or, by load served directly from power and energy requirements purchased by a Wholesale Customer from the Authority. Wholesale Customers as used herein shall mean a municipal corporation, electric cooperative, or joint municipal power agency organized under the laws of the State of South Carolina that is a long-term, firm wholesale customer of the Authority. As used herein, New Load does not include: replacement electrical machines, equipment or processes; load shifted from one Delivery Point on the Authority's system to another on the Authority's system; load that existed and was served by another electric provider prior to that load being served by the Authority. All qualifying New Load for either a new or existing customer shall not exceed 50 MWs per customer per delivery point. Furthermore, the aggregate amount of New Load available to all Authority customers shall not exceed 300 MWs.

(C) Contribution of New Load to Economic Development: In order to receive service for this Rider, the "Customer" shall have:

- i. Requirements for service hereunder of at least 1,000 kW of load under this Rider (hereinafter "Firm-ED Load"), **and**;
- ii. Must employ an additional workforce within the Authority's service area of a minimum of thirty-five (35) full time equivalent (FTE) employees per 1,000 kW demand of Firm-ED Load during the Contract Period, **or**, must result in a minimum capital investment within the Authority's service area of \$500,000 per 1,000 kW demand of Firm-ED Load.

(D) 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.

(E) This Rider is not available for renewal of service for a period of time following interruptions such as equipment failure, temporary plant shutdown, strike, or cessation of operations due to economic conditions. This period of time is the longer of either one year or the Notification Period as defined in individual customer contracts. However, if change of ownership occurs after the customer contracts for service under this Rider, the successor customer may be allowed to fulfill the balance of the contract under this Rider and continue to receive the discount as outlined in this Rider, subject to the eligibility requirements and other provisions hereof.

(F) This Rider is applicable and available to new applicants through December 31, 2015. Additionally, service hereunder is made available by the Authority on an experimental, pilot-program basis. Accordingly, the availability of such service, the terms and conditions thereof, and the operational aspects of such service are subject to termination or change, in whole or in part; provided, however, that this Rider will remain in effect for any Customer who has been approved to receive service.

SECTION 2. Character of Service:

Electric power and energy delivered shall be of the same character as that described in Section 2 of Schedule L, which is incorporated herein by reference.

SECTION 3. Monthly Billing Rates:

The charges for service hereunder shall consist of the following:

(A) Demand Charge:

The monthly Demand Charge per Firm-ED kW shall be determined as follows:

$$\text{Demand Charge per Firm-ED kW} = \text{Schedule L Base Demand Charge} - \text{ED Discount}$$

Where the ED Discount is determined by taking a percentage of the base demand charge as stated in the then-current Schedule L, whereas, the ED Discount is set forth in the following table:

Months 1 – 12	55% of Schedule L Base Demand Charge
Months 13 – 24	45% of Schedule L Base Demand Charge
Months 25 – 36	35% of Schedule L Base Demand Charge
Months 37 – 48	25% of Schedule L Base Demand Charge
Months 49 – 60	15% of Schedule L Base Demand Charge
After Month 60	No Discount

(B) Energy Charge:

Same as the Energy Charge per kilowatt-hour and Fuel Adjustment Charge in Rate Schedule L.

(C) All other monthly charges per Schedule L will apply.

SECTION 4. General Provisions:

Customer must make an application to the Authority for service of New Load under this Rider and Authority must approve such application before Customer may receive service hereunder. The application must include a description of the amount of and nature of the new or additional load and the basis on which the Customer qualifies as set forth in Section (1) above. In the application, Customer must affirm that availability of this Rider was a factor in Customer's decision to locate the New Load on Authority's system. The application shall also specify the total number of full time equivalent employees (FTE) employed by Customer in all establishments receiving electric service from Authority's system, at the time of application for this Rider, as well as the additional FTE attributed to the New Load. Alternatively, Customer must include a description of the minimum capital investment requirement, including verification of the value of the declared capital investment. The Authority reserves the right to verify at any time during the Contract Period (as defined in Section 5) that the Customer satisfies the availability and eligibility requirements set forth in Section 1 hereof. Customer shall provide a statement to the Authority, verified by an officer of the Customer or their designee, that the Customer satisfies the availability and eligibility requirements of the Rider. This statement will be required annually during the Contract Period from the operational date of the new or expanded facility. The operational date of the new or expanded facility that results in New Load shall be no more than one year from date of application.

SECTION 5. Contract Period:

Each Customer shall enter into a Service Agreement to purchase electricity from the Authority for a minimum initial term of 8 years from the date the new or expanded facility is fully operational as declared by the Customer, herein defined as the Contract Period. Thereafter, either party can terminate the Service Agreement at the end of the initial Contract Period as provided in the terms and conditions of the then-applicable Schedule L. Service Agreement will include specified Contract Demand for Firm-ED Load which meets the requirements as stated in Section 1 of this Rider. An individual establishment and/or physical location will not be allowed to receive ED Discounts for more than five (5) years under this Rider, unless the Authority, at its sole discretion, agrees to accept and approve a new application and contract for qualifying New Load.

Discounts under this Rider shall begin no earlier than the operational date of the new or expanded facility and shall end 60 months after the later of (i) operational date of the facility, provided that such operational date shall be no more than one year after the application date, or, (ii) the date the Customer's first bill is rendered under this Rider.

If at any time during the term of contract under this Rider, Customer violates any of the terms and conditions of the Rider or the Service Agreement, Authority may discontinue service under this Rider without notice and bill Customer under the applicable schedule without further ED Discounts. In the event electric service is terminated or discontinued under this Rider by the Customer or the Authority, or the Contract Demand for Firm-ED is reduced by Customer before the end of the Contract Period, Customer shall pay Authority, in addition to all other applicable charges, the sum of all ED Discounts received, plus interest compounded annually, for the Firm-ED Load that will no longer be served by

Authority. The rate of interest shall be the rate per annum which will be based on the then current LIBOR index. The Authority shall have the right to adjust the total payment required by the Customer, as previously described, at its sole discretion.

SECTION 6. Other Terms and Conditions:

Except as otherwise provided in this Rider, service hereunder shall be subject to all terms and conditions of the then-applicable Large Light and Power Rate Schedule L.

The Delivery Date is the first date service is supplied under the contract.

Adopted April 26, 2013
Effective for bills rendered on and after May 1, 2013.

Supersedes:

Economic Development Service Rider L-12-ED, Effective February 1, 2012

Replaces:

Economic Development Service Rider L-13-ED, Effective December 1, 2013