#### SPECIAL CONDITIONS:

1. Metering. The Customer must have a meter provided by the Company, which is capable of recording usage intervals of no less than 15 minutes. The Customer shall provide telephone line access to the meter if requested by the Company. Participation in the Energy Exchange program is subject to meter availability.

2. Communications Equipment. The Customer is required to pay for costs associated with any load monitoring and communications equipment necessary to participate in the Energy Exchange Program. The Company will provide the Customer with access to a secured Internet web site necessary for Exchange Event notification and participation. These charges will be waived for all customers who have participated in an Exchange Event prior to October 31, 2002.

1. Exchange Event and Pledge Period. An Exchange Event may be for one or more consecutive hours, as determined by the Company. More than one Exchange Event may occur in one day. Pledge Period is the hours during an Exchange Event for which the Customer pledges to curtail electricity usage.
2. Notification. The Company is not responsible for any exchange that has not been confirmed and acknowledged by the Company as an Exchange Event.

5. Liability. The Company is not responsible for any consequences to the participating Customer that result from an Exchange Event or the Customer’s effort to reduce electricity in response to an Exchange Event.

6. System Emergencies. Where the Company requests load interruptions for a system emergency, the terms of this schedule are not applicable.

7. The purchase of energy from Customers is not permitted under this program. Load from Public Utilities Regulatory Policies Act (“PURPA”) qualifying facilities may not be included in this program.

8. Customers participating in this program may not shift load above normal operating levels (approximating the Baseline Service Level) to hours outside the curtailment hours in the Pledge Period, nor may they shift load to other facilities served by the Company or purchase replacement production from another facility served by the Company.

9. Third Party Management. The Company may utilize a third party to provide program management support for this schedule. The Company reserves the right to provide the Customer’s energy consumption data to a third party for the purpose of managing this program.