Original No. 179.11

STANDARD CONTRACT RIDER NO. 19 INTERRUPTIBLE DEMAND RESPONSE (Applicable to Rates CSC, HL, PL, PH, SL, SH, and SS)

AVAILABILITY:

Available to customers having interruptible demands of 100 kW or greater, who enter into a service agreement and can demonstrate the ability to reduce energy consumption in accordance with the contracted demand response program requirements. Customers desiring participation in this Rider under multiple programs will be required to have a service agreement for each program desired and may not participate in multiple programs under this Rider with the same interruptible load. Customers participating in Standard Contract Rider Nos. 14 and 17 may participate in this Rider only with load not curtailable under those Standard Contract Riders.

Aggregators of retail customers ("ARCs") may also aggregate eligible customers of any demand amount to total at least 100 kW of interruptible demand in accordance with a service agreement and participate in this Rider.

Customers/ARCs must assist and coordinate with the Company to complete all Midcontinent Independent System Operator registration requirements. Participation under this Rider may not begin or continue unless MISO has accepted and approved all applicable requirements for resource participation.

The Company reserves the right to limit the total contract capacity of all customers served under this tariff as set forth in applicable MISO Business Practice Manual ("BPM").

RATE:

Charges for service under this schedule will be set forth in the written agreement between the Company and the customer and will reflect a discount from the firm service rates otherwise available to the customer.

CONDITIONS OF SERVICE:

The Company will offer eligible customers the opportunity to receive service under options which provide for mandatory capacity interruptions and discretionary (energy) interruptions pursuant to a contract agreed to by the Company and the customer.

For mandatory (capacity) interruptions, the minimum interruption requirement shall be determined in the service agreement. The minimum compensation for mandatory (capacity) interruptions shall be 80% of the applicable MISO clearing price.

Upon receipt of a request from the customer for interruptible service, the Company will provide the customer with a written offer containing the rates and related terms and conditions of service under which such service will be provided by the Company. If the parties reach an agreement based upon the offer provided to the customer by the Company, such written contract will be filed with the Commission for approval. The contract shall provide full disclosure of all rates, terms and conditions of service under this tariff, and any and all agreements related thereto, subject to the designation of the terms and conditions of the contract as confidential, as set forth herein.

The Company reserves the right to test and verify the customer's ability to curtail. Any such test or verification may require actual physical interruption or curtailment, to the extent such testing or interruption is required under MISO's requirements for a load modifying resource.

Issued Pursuant to Cause No. 45911

d/b/a AES Indiana One Monument Circle, Indianapolis, Indiana

STANDARD CONTRACT RIDER NO. 19 (Continued)

CONTRACT TERMS:

The length of the agreement and the terms and conditions of service will be stated in the agreement between the Company and the customer.

CONFIDENTIALITY:

All terms and conditions of any written contract under this schedule shall be protected from disclosure as confidential, proprietary trade secrets pursuant to Indiana Code 5-14-3 if:

- a) either the customer or the Company requests a Commission determination of confidentiality, and
- b) the Commission finds that the party requesting such protection has shown good cause, by affidavit, for protecting the terms and conditions of the contract.

TERMS AND CONDITIONS:

Except as otherwise provided in the written agreement, the Company's Terms and Rules and Regulations shall apply to service under this tariff.

> **Issued Pursuant to** Cause No. 45911