

**RIDER CLR7
CAPACITY-BASED LOAD RESPONSE AND SYSTEM RELIABILITY PROGRAM 2007**

(Continued from Sheet No. 432)

COMPENSATION.

The participant receives a credit equal to such participant's Load Reduction multiplied by the Capacity Auction Value (CAV) as documented in the participant's CLR Agreement. Such CAV is the clearing price from the most recent PJM-operated Capacity Credit Auction (Auction) for the PJM Planning Period applicable at the time that the participant and the Company enter into the CLR Agreement.

- * Notwithstanding the provisions of the previous paragraph, for a nonresidential retail customer that has been taking service through January 1, 2007, under the then effective Rider 26, Rider 27, Rider 30, or Rider 32 and commences service hereunder beginning January 2, 2007, the credit for the January 2007 through May 2007 period equals (a) such retail customer's Load Reduction multiplied by (b) (i) the value of capacity credits sold by the Company in Auctions conducted after October 9, 2006, but prior to January 1, 2007, divided by (ii) the megawatts (MWs) associated with such capacity credit sales.

For each event in which the participant is in noncompliance, the participant is responsible for any penalties or other economic consequences described in M-19 for failure to comply during an event.

By December 31 of each year, the Company makes a single payment to the participant equal to the total amount of credit(s) earned by such participant for such year less the total amount of any penalty(ies) assessed to such participant for such year. In the event that the total amount of such penalty(ies) are greater than the total amount of such credit(s), the participant is billed for the balance due to the Company.

MISCELLANEOUS GENERAL PROVISIONS.

Nothing in this rider prohibits the Company from purchasing electric power and energy from a participant in accordance with other applicable tariffs on file with the Illinois Commerce Commission (ICC) or agreements on file with the Federal Energy Regulatory Commission (FERC), in addition to acquiring load response resources from such participant hereunder.

The Company is not liable for any damage or injury, including any consequential damage, resulting from the intentional or unintentional interruption of electric service provided to a participant.

Notice provisions contained in this rider do not serve to modify the Company's rights contained in the General Terms and Conditions of the Company's Schedule of Rates.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.