

ATTACHMENT T

Retail Terms and Conditions

The rates, terms and conditions for retail transmission services listed in this Attachment T shall be as stated in the Tariff, except as set forth below. In the event there are differences between any provision of this Attachment and the Tariff, this Attachment T shall in all cases control. To the extent possible, the provisions of this Attachment T have been numbered to correspond with the provisions of the Tariff that would otherwise apply.

Michigan – Upper Peninsula Retail Access

34.2(a) Network Load Calculation for Michigan Customer Choice Program: Network Customers who serve load under the Michigan Customer Choice and Electricity Reliability Act program (such program being pursuant to Michigan Act No. 141 (2002), as amended from time to time) (“the participants”), shall have transmission service for such load billed using a Load Ratio Share that is calculated in each service month. The monthly Network Load shall be the product of the Network Customer’s maximum scheduled hourly demand times eighty-five percent (85%).

34.2(b) Existing Network Customers’ Load Ratio Share Adjustment:

The Load Ratio Share of Network Customers taking service prior to January 1, 2002, shall be adjusted to the extent that the participants referred to in Section 34.2(a) replace the power sales service of such pre-existing Network Customers and contract for either Long-Term Firm Point-To-Point Transmission Service under Part II of this Tariff or Network Integration Transmission

Service under Part III of this Tariff. For the purposes of determining the Load Ratio Share of Network Customers taking service prior to January 1, 2002, Network Load shall be adjusted monthly. The adjustment shall be equal to the sum of the participants' Network Loads, as determined in Section 34.2(a), and such participants' Long-Term Firm Point-To-Point Transmission Service capacity reservations that supplanted the Network Customer's Network Load.

Illinois Retail Access

1.0.1 Alternative Retail Electric Supplier ("ARES"): An Alternative Retail Electric Supplier as defined in Section 16-102 of the Illinois Public Utilities Act, 220 ILCS 5/16-102.

1.7.1 Customer Self Manager ("CSM"): A retail customer as described in Section 1.11(ii) in this Attachment T that directly manages its own procurement of electric power and energy services and its own use of transmission services, rather than utilizing a RES for such purposes; provided, however, that a CSM may, at times, use an agent to discharge some of its responsibilities.

1.11 Eligible Customer: (i) Any electric utility (including the Transmission Owner and any power marketer), Federal power marketing agency, or any person generating electric energy for sale for resale is an Eligible Customer under the Tariff. Electric energy sold or produced by such entity may be electric energy produced in the United States, Canada or Mexico. However, with respect to transmission service that the Commission is prohibited from ordering by Section 212(h) of the Federal Power Act, such entity is eligible only if the service is provided pursuant to

a state requirement that the Transmission Owner offer the unbundled transmission service, or pursuant to a voluntary offer of such service by the Transmission Owner (ii) Any retail customer taking unbundled transmission service pursuant to a state requirement that a Transmission Owner offer the transmission service, or pursuant to a voluntary offer of such service by the Transmission Owner is an Eligible Retail Customer (“ERC”) under the Tariff.

1.41.1 Retail Electric Supplier (“RES”): Any ARES or any Illinois Electric utility as defined in Section 16-102 of the Illinois Public Utilities Act, 220 ILCS 5/16-102 and, by reference, Section 3-105 of the Illinois Public Utilities Act, 220 ILCS 5/3-105 (or any agent of any such electric utility to the extent the electric utility provides tariff services to retail customers through that agent) other than the Transmission Provider. A utility that is not an Illinois Electric Utility as defined above is not a RES unless it qualifies as an ARES as defined in Section 1.0.1, in accordance with Illinois law, rules and regulations.

2.2 Reservation Priority For Existing Firm Service Customers: Existing firm service customers (wholesale requirements and transmission-only, with a contract term of one-year or more or any retail customer as defined in Section 1.11(ii) of this Attachment T, have the right to continue to take transmission service from the Transmission Provider when the contract expires, rolls over or is renewed, or when Bundled Load customer first requests unbundled transmission service. This transmission reservation priority is independent of whether the existing customer continues to purchase capacity and energy from the Transmission Owner or elects to purchase capacity and energy from another supplier.

If at the end of the contract term, the Transmission Provider's Transmission System cannot accommodate all of the requests for transmission service the existing firm service

customer must agree to accept a contract term at least equal to a competing request by any new Eligible Customer and to pay the current just and reasonable rate, as approved by the Commission, for such service. This transmission reservation priority for existing firm service customers is an ongoing right that may be exercised at the end of all firm contract terms of one year or longer or when a Bundled Load customer first requests unbundled transmission service. If competing existing firm service requirements customers apply for service that cannot be fully provided, the priority rights will be ranked in accordance with first-come, first-served principles. If firm service customers tie, then the capacity for which they receive priority rights under this Tariff shall be apportioned on a pro rata basis.

7.3 Customer Default: For retail customers, upon the occurrence of a default, the Transmission Provider may initiate a proceeding with the Commission to terminate service but shall not terminate service until the Commission so approves any such request; provided that, so long as Transmission Owner's retail service tariffs subject to the jurisdiction of the State of Illinois provide for continuation of service to affected retail customers as described in Section 1.11(ii), by another supplier that is a Transmission Customer, then the Transmission Provider may, upon default by a Transmission Customer who is not such a retail customer, immediately terminate Transmission Service to the defaulting Transmission Customer for the load of any such retail customers and provide electric utility service to affected retail customers only when the retail load of the defaulting Transmission Customer has been reassigned by a state authority to a new supplier, in accordance with a state retail access program.

In the event of a billing dispute between the Transmission Provider and the Transmission Customer, the Transmission Provider will continue to provide service under the Service

Agreement as long as the Transmission Customer (i) continues to make all payments not in dispute, and (ii) pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Transmission Customer fails to meet these two requirements for continuation of service, then the Transmission Provider may provide notice to the Transmission Customer of its intention to suspend service in sixty (60) days, in accordance with Commission policy, or in the case of a state-required retail access program that provides for continuation of retail service to affected retail customers by another supplier that is a Transmission Customer, the Transmission Provider may immediately terminate Transmission Service as provided above.

7.4 Retail Supplier De-certification: In the event that the State of Illinois de-certifies a Transmission Customer who is not a retail customer under Section 1.11(ii), then Transmission Provider may immediately terminate Transmission Service to the de-certified Transmission Customer for the load of the retail customers supplied by such Transmission Customer, provided that Transmission Owner's retail service tariffs subject to the jurisdiction of the State of Illinois provide for continuation of service to affected retail customers as described in Section 1.11(ii) by another supplier that is a Transmission Customer.

24.1 Transmission Customer Obligations: For retail customers, as defined in Section 1.11 of this Attachment T, the requirements of this Section 24.1 will be satisfied by the provision of metering that complies with the rules and regulations of the Illinois Commerce Commission concerning metering and any applicable tariffs of the Transmission Owner except for the situation where special equipment is required for dynamic scheduling, which would be covered under a separate agreement.

29.2 Application Procedures:

- (iii) A description of the Network Load at each delivery point. This description should separately identify and provide the Eligible Customer's best estimate of the total loads to be served at each transmission voltage level, and the loads to be served from each Transmission Provider substation at the same transmission voltage level. The description should include a ten (10) year forecast of summer and winter load and resource requirements beginning with the first year after the service is scheduled to commence. For retail customers as defined in Section 1.11 of this Attachment T, the Transmission Provider will be responsible for the 10-year load forecast, and will not require the submission of a 10-year resource forecast, so long as the Customer provides a list of resources sufficient to cover load for the period of service requested. The Transmission Provider in no way agrees that Retail Electric Suppliers are not responsible for serving the load they agree to serve.
- (vii) Service Commencement Date and the term of the requested Network Integration Transmission Service. The minimum term for Network Integration Transmission Service is one year or for any shorter period necessary to accommodate retail access under Illinois law.

29.4 Network Customer Facilities: For retail customers, as defined in Section 1.11 of this Attachment T, this requirement will be satisfied by the installation of facilities on the customer side of the interconnection between the Transmission Owner and the customer.

Ohio Retail Access:

1.30 Network Load: The load that a Network Customer designates for Network Integration Transmission Service under Part III of the Tariff. The Network Customer's Network Load shall include all load served by the output of any Network Resources designated by the Network Customer. A Network Customer may elect to designate less than its total load as Network Load but may not designate only part of the load at a discrete Point(s) of Delivery. Where an Eligible Customer has elected not to designate a particular load at discrete Point(s) of Delivery as Network Load, the Eligible Customer is responsible for making separate arrangements under Part II of the Tariff for any Point-To-Point Transmission Service that may be necessary for such non-designated load. Network Load may be calculated through demand metering or through other methods, with such other methods to be specified in the Transmission Customer's network Service Agreement.

1.43 Point-To-Point Transmission Service: The reservation and transmission of capacity and energy on either a firm or non-firm basis from the Point(s) of Receipt to the Point(s) of Delivery under Part II of the Tariff. Firm Point-To-Point Transmission Service is not available for purposes of transmitting energy to Unbundled Retail Customers over transmission lines rated less than 138 kV.

1.63 Unbundled Retail Customers: Retail electric customers who are (i) taking service under this Tariff in Ohio; and (ii) receiving unbundled competitive retail electric service pursuant to Chapter 4928 of the Ohio Revised Code.

2.3 Priority for Unbundled Retail Customers: A Transmission Customer requesting Network Integration Transmission Service for purposes of delivering energy solely to Unbundled Retail Customers shall have the same priority for requesting and receiving service as would an

existing Network Integration Transmission Service Transmission Customer requesting service under this Tariff.

ADDITIONAL PROVISIONS FOR BILLING AND PAYMENT:

7.3 Customer Default: In the event the Transmission Customer fails, for any reason other than a billing dispute as described below, to make payment to the Transmission Provider on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after the Transmission Provider notifies the Transmission Customer to cure such failure, a default by the Transmission Customer shall be deemed to exist.

Upon the occurrence of a default, the Transmission Provider may initiate a proceeding with the Commission to terminate service but shall not terminate service until the Commission so approves any such request; provided that, so long as the Transmission Provider's retail service tariffs subject to the jurisdiction of the State of Ohio provide for continuation of service to Unbundled Retail Customers upon default or de-certification of a supplier, then the Transmission Provider may, upon default by a Transmission Customer or de-certification by the appropriate state authority of a supplier who is a Transmission Customer, and reassignment of such Transmission Customer's Unbundled Retail Customers to a new supplier under authority of Ohio Law, immediately terminate Transmission Service to the defaulting or decertified Transmission Customer for the load of such Unbundled Retail Customers and provide electric utility service to the affected Unbundled Retail Customers in accordance with a state retail access program. In the event of a billing dispute between the Transmission Provider and the Transmission Customer, the Transmission Provider will continue to provide service under the Service Agreement as long as the Transmission Customer (i) continues to make all payments not in dispute, and (ii) pays into

an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Transmission Customer fails to meet these two requirements for continuation of service, then the Transmission Provider may provide notice to the Transmission Customer of its intention to suspend service in sixty (60) days, in accordance with Commission policy, or in the case of a state required retail access program that provides for continuation of retail service to affected Unbundled Retail Customers immediately terminate Transmission Service as provided above.

Additional Provisions for the Designation of Network Resources:

30.2 Designation of New Network Resources: The Network Customer may designate a new Network Resource by providing the Transmission Provider with as much advance notice as practicable. A Transmission Customer may seek to designate a new Network Resource intended solely to supply energy to Unbundled Retail Customers on a day-ahead basis, by 10:00 a.m. of the prior day. Such a day-ahead designation is subject to the approval of the Transmission Provider, and will not be approved if there is insufficient available transfer capacity, or if the Transmission Customer has failed to submit a notification under Section 30.3 of the Tariff of simultaneous termination of a Network Resource or Resources of equal or greater size. A designation of a new Network Resource must be made by a request for modification of service pursuant to an Application under Section 29.