

**RIDER PORCB
PURCHASE OF RECEIVABLES WITH CONSOLIDATED BILLING**

Applicable to Rate RESS

AVAILABILITY.

This rider is available to Retail Electric Suppliers (RESSs), as defined in the Definitions part of the General Terms and Conditions of the Company's Schedule of Rates, taking service under Rate RESS - Retail Electric Supplier Service (Rate RESS).

Notwithstanding the previous provisions of this Availability section, this rider is not available to any RES until the start of the first monthly billing period following the date that is twenty-four (24) months after the original effective date of this rider.

PURPOSE.

The purpose of this rider is to (a) allow the RES the option to have the Company purchase such RES's receivables for the electric power and energy supply service provided by such RES to selected residential retail customers and other retail customers that establish demands for electricity that are less than four hundred kilowatts (400 kW) in accordance with Section 16-118 (c) of the Public Utilities Act (Act); and (b) include the provisions under which the Company issues consolidated bills to such selected retail customers that reflect the Company's charges for electric delivery service and the charges associated with such receivables so that the Company may collect such charges from such selected retail customers.

This rider also provides the methodology and terms under which the Company is provided with full recovery of the costs it incurs to provide service under this rider. Ultimately, all such costs are to be recovered from the RESs taking service under this rider. To the extent that such costs are not initially recovered from such RESs, such costs are recovered from residential retail customers and other retail customers that establish demands for electricity that are less than four hundred kilowatts (400 kW).

DEFINITIONS.

Generally, definitions used in this rider are provided in the Definitions part of the General Terms and Conditions of the Company's Schedule of Rates.

The following definition is for use in this rider.

POR Application Period

POR Application Period means a period of time that extends for twenty-four (24) monthly billing periods immediately following a previous POR Application Period. The initial POR Application Period is the period of time that begins at the start of the first monthly billing period following the date that is twenty-four (24) months after the initial effective date of this rider. Notwithstanding the previous provisions of this definition, the initial POR Application Period extends for thirty-six (36) monthly billing periods.

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PREREQUISITES OF SERVICE.

Before commencing service hereunder, a RES must comply with the following prerequisites of service. Such RES must:

1. have, and demonstrate through the successful completion of the Company's testing program, the ability to electronically accept meter usage data for each retail customer with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service; and
2. have, and demonstrate through the successful completion of the Company's testing program, the ability to electronically transmit to the Company on a timely basis customer specific billing information for each retail customer with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service; and
3. have, and demonstrate through the successful completion of the Company's testing program, the ability to electronically accept via Electronic Funds Transfer (EFT) payments for purchased receivables and adjustments from updates and corrections from the Company for the electric power and energy supply service provided by the RES to retail customers with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service; and
4. execute a Rider PORCB Contract Addendum.

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CONTINUING OBLIGATIONS.

RES Continuing Obligations

A RES taking service hereunder is obligated to:

1. accept electronically meter usage data for each monthly billing period for each retail customer with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service; and
2. determine the electric power and energy supply service charges, resultant billing amounts, and other relevant billing information for each monthly billing period for each retail customer with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service; and
3. transmit electronically the necessary electric power and energy supply service charges, electric power and energy usage data, resultant billing amounts, and other relevant billing information, including all information pertaining to the electric power and energy supply service provided by the RES to the retail customer as required under 83 Illinois Administrative Code 410.210, to the Company for each retail customer with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service no later than three (3) business days after such retail customer's meter usage data for a monthly billing period is transmitted to the RES by the Company in order for such charges, data, amounts, and information to be included on the regularly scheduled consolidated bill for such monthly billing period; and
4. warrant that all electric power and energy supply service charges, resultant billing amounts, and other relevant billing information for the retail customer transmitted to the Company as described in item (3) of this RES Continuing Obligations subsection are correct and in accordance with the terms of the RES's contractual arrangements with the retail customer; and
5. sell to the Company the RES's receivables for all billed amounts related to the provision of electric power and energy supply service from retail customers with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service; and
6. accept electronically purchased receivables payments and adjustments from the Company for the electric power and energy supply service provided by the RES to retail customers with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service.

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CONTINUING OBLIGATIONS (CONTINUED).

Company Continuing Obligations

The Company is obligated to:

1. transmit electronically meter usage data for each monthly billing period for each retail customer with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service no later than one (1) business day after the Company determines such meter usage data for the monthly billing period for such retail customer; and
2. accept electronically the necessary electric power and energy supply service charges, electric power and energy usage data, resultant billing amounts, and other agreed upon billing information transmitted by the RES for the monthly billing period for each retail customer with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service; and
3. issue a consolidated bill for the monthly billing period for each retail customer with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service that includes (i) the necessary applicable electric power and energy supply service charges, electric power and energy usage data, resultant billing amounts, identification of the RES, and other agreed upon billing information transmitted by the RES for electric power and energy supply service provided to such retail customer within one (1) business day after accepting such charges, data, amounts, and information as described in item (2) of this Company's Continuing Obligations subsection, in the event that such charges, data, amounts, and information had been timely submitted by the RES in accordance with item (3) in the RES Continuing Obligations subsection of this Continuing Obligations section; or (ii) a notice that the RES's charges for the current monthly billing period are not available in the event that such charges, data, amounts, and information had not been timely submitted by the RES in accordance with item (3) in such RES Continuing Obligations subsection, and include such charges, data, billing amounts and information on the next available subsequent consolidated monthly bill for such retail customer after such charges, data, billing amounts and information are timely transmitted in accordance with item (3) in such RES Continuing Obligations subsection by such RES to the Company for such next available subsequent consolidated monthly bill; and
4. include on each consolidated monthly bill described in item (3) in this Company's Continuing Obligations subsection all information pertaining to such supply service as required under 83 Illinois Administrative Code 410.210; and
5. remit electronically undisputed discounted purchased receivables payments due to the RES for electric power and energy supply service provided by the RES to retail customers with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service in a timely manner in accordance with the provisions of the Purchase of Receivables section of this rider.

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PURCHASE OF RECEIVABLES.

A RES taking service hereunder must sell to the Company such RES's electric power and energy supply service related receivables for retail customers selected by such RES for which the RES provides electric power and energy supply service. Such receivables must be sold by the RES to the Company at a discount to allow the Company to recover applicable uncollectible costs, as well as developmental, implementation, administrative, and operational costs associated with the application of the provisions of this rider.

The discount applied to such receivables is computed annually in accordance with the following equation:

$$\text{DISC} = [(\text{DR}) \times (\text{REC})]_c + \$0.60$$

Where:

DISC = Discount, in dollars (\$) rounded to the cent, equal to the amount by which the amount included on the retail customer's, c, consolidated monthly bill for electric service issued by the Company for electric power and energy supply service provided to such retail customer by the RES is reduced to determine the amount the Company must remit to the RES.

DR = Discount Rate, in decimal format, equal to the discount factor listed in Rider UF - Uncollectible Factors (Rider UF) associated with the customer designation as listed in Rider UF applicable to such retail customer. The DR is updated on an annual basis.

REC = Receivables, in \$ rounded to the cent, equal to the amount included on such retail customer's consolidated monthly bill for electric service issued by the Company for electric power and energy supply service provided to such retail customer by the RES.

The value of sixty cents (\$0.60) is included in the determination of the DISC in order for the Company to recover developmental, implementation, administrative, and operational costs associated with the application of the provisions of this rider. These costs include (a) Developmental and Implementation Costs (DICs) that are equal to the costs incurred by the Company to develop and implement the systems and procedures required to apply the provisions of this rider pertaining to the purchase of receivables amortized over a ten (10) year period of time at the most recent weighted average cost of capital approved for the Company by the Illinois Commerce Commission (ICC); (b) Administrative and Operational Costs (AOCs) that are equal to the ongoing costs expected to be incurred by the Company to apply the provisions of this rider pertaining to the purchase of receivables; (c) Billing Systems Modification and Implementation Costs (BSMICs) that are equal to the costs incurred by the Company to modify its billing systems to enable it to reflect on its bills the charges associated with the receivables purchased from RESs in accordance with the provisions of this rider amortized over a ten (10) year period of time at the most recent weighted average cost of capital approved for the Company by the ICC; and (d) Billing Systems Administrative and Operational Costs (BSAOCs) that are equal to the ongoing costs expected to be incurred by the Company that are related to modifications of its billing systems to enable it to reflect on applicable retail customer bills the charges associated with the receivables purchased from RESs in accordance with the provisions of this rider.

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PURCHASE OF RECEIVABLES (CONTINUED).

During the initial POR Application Period, the value of sixty cents (\$0.60) is included in the determination of the DISC in order for the Company to recover DICs and AOCs. During such initial POR Application Period, the Company begins to recover BSMICs and BSAOCs from retail customers in accordance with the provisions of the CB Adjustment section of Rider RCA - Retail Customer Assessments (Rider RCA). Thereafter, such \$0.60 is included in the determination of the DISC with the intention to allow the Company to recover its DICs, AOCs, BSMICs, and BSAOCs, and to reimburse retail customers to which previous POR Adjustments and CB Adjustments, in the form of charges, had been applied in accordance with the provisions of Rider RCA.

Following each POR Application Period, the Company must determine the extent to which the inclusion of such \$0.60 in the determination of the DISC, and the application of any POR Adjustment and CB Adjustment, as described in Rider RCA, provided the Company with recovery of its accrued DICs, AOCs, BSMICs, and BSAOCs associated with such POR Application Period.

In the event that the inclusion of such \$0.60 in the determination of the DISC did not allow the Company to recover any portion of its accrued DICs or AOCs attributable to such POR Application Period, then such unrecovered portion is recovered from retail customers in accordance with the provisions of the Purchase of Receivables Adjustment section of Rider RCA.

In the event that the inclusion of such \$0.60 in the determination of the DISC provided the Company with an amount in excess of its accrued DICs and AOCs attributable to such POR Application Period, then such excess amount, or applicable portion of such excess amount is credited to retail customers to the extent necessary in accordance with the provisions of the Purchase of Receivables Adjustment section of Rider RCA, to provide reimbursement to such retail customers for amounts previously recovered from such retail customers for accrued DICs and AOCs.

In the event that the inclusion of such \$0.60 in the determination of the DISC provided the Company with an amount in excess of the sum of (a) its accrued DICs and AOCs attributable to such POR Application Period and (b) any reimbursement to retail customers for amounts previously recovered from such retail customers for accrued DICs and AOCs, then such excess amount is applied to the recovery of accrued BSMICs and BSAOCs attributable to such POR Application Period.

In the event that the inclusion of such \$0.60 in the determination of the DISC provided the Company with an amount in excess of the sum of (a) its accrued DICs and AOCs attributable to such POR Application Period, and (b) any reimbursement to retail customers for amounts previously recovered from such retail customers for accrued DICs and AOCs, and (c) its accrued BSMICs and BSAOCs attributable to such POR Application Period, then such excess amount is credited to retail customers to the extent necessary in accordance with the provisions of the Consolidated Billing Adjustment section of Rider RCA, to provide reimbursement to such retail customers for amounts previously recovered from such retail customers for accrued BSMICs and BSAOCs. .

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PURCHASE OF RECEIVABLES (CONTINUED).

In the event that the inclusion of such \$0.60 in the determination of the DISC provided the Company with an amount in excess of the sum of (a) its accrued DICs and AOCs attributable to such POR Application Period, and (b) any reimbursement to retail customers for amounts previously recovered from such retail customers for accrued DICs and AOCs, and (c) its accrued BSMICs and BSAOCs attributable to such POR Application Period, and (d) any reimbursement to retail customers for amounts previously recovered from such retail customers for accrued BSMICs and BSAOCs attributable to past POR Application Periods, then such excess amount is applied in a manner that results in an applicable reduction to such \$0.60.

The Company must remit electronically all discounted purchased receivables payments due to the RES for electric power and energy supply service provided by the RES to each retail customer with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service. Each such payment is due no later than thirty-two (32) calendar days after the date that the consolidated monthly bill with the charges associated with such receivables is issued by the Company to the retail customer.

Notwithstanding the provisions of the previous paragraph, the Company is not obligated to make payments for purchased receivables associated with charges billed to a retail customer for the RES's electric power and energy supply service that are disputed by such retail customer. Charges billed by the Company to a retail customer for the RES's electric power and energy supply service are deemed to be disputed if such retail customer contacts the Company, claims that such charges are not correct, and refuses to pay such charges. A retail customer's claim that it is not able to pay amounts due to the Company for the RES's electric power and energy supply service does not constitute disputed charges with respect to the Company's obligation to pay for purchased receivables.

AUDIT AND REPORTING REQUIREMENTS.

After each POR Application Period the Company must conduct an internal audit of its costs for such previous POR Application Period and recoveries of such costs pursuant to this rider and Rider RCA. Such audit must examine (a) costs recovered pursuant to this rider and Rider RCA to verify that such costs have been recovered only pursuant to this rider and Rider RCA, as applicable, and to confirm that any such costs are not also being recovered inappropriately through charges under other tariffs, (b) DISCs determined pursuant to this rider to verify that such DISCs were properly applied, (c) POR Adjustments determined pursuant to Rider RCA to verify that such POR Adjustments were properly applied (d) CB Adjustments determined pursuant to Rider RCA to verify that such CB Adjustments were properly applied, and (e) remittances made by the Company to RESs in accordance with this rider to verify that such remittances are correctly stated. The Company must prepare a report that summarizes the results of such audit. Such report must be submitted to the ICC in an informational filing, with copies of such report provided to the Manager of the Staff's Accounting Department, the Director of the Staff's Financial Analysis Division, and the Director of the Staff's Office of Retail Market Development within sixty (60) calendar days after the end of such POR Application Period. Such report must be verified by an officer of the Company.

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IMPLEMENTATION.

The RES may elect for the Company to purchase the receivables of the RES's electric power and energy supply service for retail customers for which such RES provides electric power and energy supply service, provided one of the following delivery classes is applicable to each such retail customer: (a) Residential Single Family Without Electric Space Heat Delivery Class, (b) Residential Multi Family Without Electric Space Heat Delivery Class, (c) Residential Single Family With Electric Space Heat Delivery Class, (d) Residential Multi Family With Electric Space Heat Delivery Class, (e) Watt-Hour Delivery Class, (f) Small Load Delivery Class, (g) Medium Load Delivery Class, (h) Fixture-Included Lighting Delivery Class, provided the retail customer's demands for electricity are less than four hundred kilowatts (400 kW), (i) Dusk to Dawn Lighting Delivery Class, provided the retail customer's demands for electricity are less than four hundred kilowatts (400 kW), or (j) General Lighting Delivery Class provided the retail customer's demands for electricity are less than four hundred kilowatts (400 kW).

In making the election for the Company to purchase the receivables of the RES's electric power and energy supply service provided to retail customers, if such RES elects for the Company to purchase the receivables of the RES's electric power and energy supply service provided to any residential retail customer then such RES must elect for the Company to purchase the receivables of the RES's electric power and energy supply service provided to all its residential retail customers. If such RES elects for the Company to purchase the receivables of the RES's electric power and energy supply service provided to any lighting retail customer then such RES must elect for the Company to purchase the receivables of the RES's electric power and energy supply service provided to all its lighting retail customers. If such RES elects for the Company to purchase the receivables of the RES's electric power and energy supply service provided to any retail customer to which either the Watt-Hour Delivery Class or Small Load Delivery Class is applicable, then such RES must elect for the Company to purchase the receivables of the RES's electric power and energy supply service provided to all its retail customers to which either the Watt-Hour Delivery Class or Small Load Delivery Class is applicable. If such RES elects for the Company to purchase the receivables of the RES's electric power and energy supply service provided to any retail customer to which the Medium Load Delivery Class is applicable, then such RES must elect for the Company to purchase the receivables of the RES's electric power and energy supply service provided to all its retail customers to which the Medium Load Delivery Class is applicable

For each retail customer with respect to which the RES elects to have the Company purchase the RES's receivables for electric power and energy supply service, the RES must submit a Direct Access Service Request (DASR) which informs the Company of the RES's election with respect to such retail customer. Such election for such retail customer is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided that the Company receives such DASR in accordance with the same timing requirements as provided in the Standard Switching subsection of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Electric Service part of Rate RDS - Retail Delivery Service (Rate RDS). Such effective meter reading or billing cycle date is the beginning date of the first monthly billing period for which the Company purchases the receivables of the RES's electric power and energy supply service for such retail customer. Such notification may be included in the DASR submitted in accordance with the provisions in such Standard Switching subsection which informs the Company of the retail customer's selection of such RES as the retail customer's provider of electric power and energy supply service.

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IMPLEMENTATION (CONTINUED).

A RES is not allowed to terminate the Company's purchase of receivables and consolidated billing of such RES's electric power and energy supply service to an individual (a) residential retail customer, (b) lighting retail customer, (c) retail customer to which either the Watt-Hour Delivery Class or Small Load Delivery Class is applicable, or (d) retail customer to which the Medium Load Delivery Class is applicable served by such RES unless the RES also terminates the Company's purchase of receivables and consolidated billing of such RES's electric power and energy supply service for all (i) residential retail customers, (ii) lighting retail customers, (iii) retail customers to which either the Watt-Hour Delivery Class or Small Load Delivery Class is applicable, or (iv) retail customers to which the Medium Load Delivery Class is applicable served by such RES, respectively. In the event that a RES makes such terminations, the RES must submit notification through the submission of a DASR to the Company of such termination with respect to each such retail customer. Such termination for each such retail customer is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided that the Company receives such DASR in accordance with the same timing requirements as provided in the Standard Switching subsection of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Electric Service part of Rate RDS. Such effective meter reading or billing cycle date is the ending date of the last monthly billing period for which the Company purchases receivables from the RES and provides consolidated billing for the amounts billed to such retail customer for the RES's electric power and energy supply service.

In the event that a delivery class other than one identified in the first paragraph of this Implementation section becomes applicable to a retail customer with respect to which the Company has been purchasing the RES's receivables for electric power and energy supply service, the Company terminates the purchase of receivables for such RES's electric power and energy supply service with respect to such retail customer. In the event that a different delivery class identified in the first paragraph of this Implementation section becomes applicable to a retail customer with respect to which the Company has been purchasing the RES's receivables for electric power and energy supply service, the Company terminates the purchase of receivables for such RES's electric power and energy supply service with respect to such retail customer unless the Company is purchasing the RES's receivables for electric power and energy supply service provided to all retail customers served by such RES and to which such different delivery class is applicable. The termination of the purchase of receivables with respect to a retail customer is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, and such date is the ending date of the last monthly billing period for which the Company purchases receivables from the RES for the amounts billed to such retail customer for the RES's electric power and energy supply service, provided that the Company notifies the RES of such termination at least seven (7) calendar days prior to such meter reading or billing cycle date.

The Company produces and provides consolidated monthly bills for both the electric power and energy supply service provided by the RES and the electric delivery service provided by the Company only for those retail customers for which it is purchasing such RES's receivables for electric power and energy supply service provided to such retail customers by such RES. In the event that such purchase of receivables with respect to an individual customer terminates, the Company correspondingly terminates the provision of billing of the electric power and energy supply service provided by the RES to such retail customer.

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CONTRACT ADDENDUM TERM AND TERMINATION PROVISIONS.

For a RES first receiving service hereunder or resuming service hereunder after a previous termination of service hereunder, the initial term of the Rider PORCB Contract Addendum between the Company and the RES is twenty-four (24) months. Upon expiration of the initial or any renewal term of contract, the term of contract is automatically renewed for a period of twelve (12) months.

A RES taking service hereunder has the right to terminate its Rider PORCB Contract Addendum and discontinue service hereunder at any time on at least sixty (60) days' written notice to the Company, provided, however, that in the event of such termination, such RES is not eligible to take service hereunder for a period of twelve (12) consecutive months. In such event, the RES must submit a DASR for each retail customer with respect to which the Company had been purchasing the RES's receivables for electric power and energy supply service that notifies the Company that service hereunder with respect to each such retail customer is terminated. The termination of service hereunder for such retail customer is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided that the Company receives such DASR in accordance with the same timing requirements as provided in the Standard Switching subsection of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Electric Service part of Rate RDS. Such effective meter reading or billing cycle date is the ending date of the last monthly billing period for which the Company purchases receivables from the RES for the amounts billed to such retail customer for the RES's electric power and energy supply service. Following termination hereunder, it is the RES's responsibility to issue bills to the retail customer for electric power and energy supply service provided to such retail customer by such RES.

The Company has the right to terminate the Rider PORCB Contract Addendum and discontinue service to a RES hereunder if such RES (a) has its service under Rate RESS terminated; or (b) fails to abide by the continuing obligations of this rider. Such termination does not prohibit the Company from pursuing collection of amounts owed to the Company by the RES or owed to the Company by the Company's retail customers with respect to which the Company had been purchasing the RES's receivables for electric power and energy supply service.

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DISPUTE RESOLUTION.

Disputes between the Company and the RES and/or a retail customer that involve the performance, breach, or alleged breach of any obligation under this tariff, under any tariff applicable to this tariff, or under any contract entered into under this tariff or applicable tariff, may be resolved in accordance with the provisions of the Dispute Resolution part of the General Terms and Conditions of the Company's Schedule of Rates.

MISCELLANEOUS GENERAL PROVISIONS.

The Company reserves the right to disconnect service to a retail customer with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service in accordance with the provisions of this rider if the Company does not receive payment from such retail customer for the electric power and energy supply service provided by such RES to such retail customer and billed by the Company.

The RES must abide by the provisions of any applicable tariffs or contracts with the Company under which the Company provides the RES with services.

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.