

**STANDARD CONTRACT RIDER NO. 12.2
 OPTIONAL TIME-OF-USE SERVICE APPLICABLE TO RATE HLF**

Availability

Available to any Customer whose electric service is provided under Rate HLF - Schedule for High Load Factor Service (Rate HLF), who agrees to participate in the Demand Side Management Program to move load from the on-peak hours to the off-peak hours, and who contracts for Optional Time-Of-Use Service.

Rate*

Connection Charge Per Month

Secondary Delivery at a nominal voltage of 600 volts or lower	\$ 25.00
Primary Delivery at a nominal voltage of 2,400 to 34,000 volts	\$ 95.00
Transmission Delivery at a nominal voltage of 69,000 volts or higher	\$ 400.00

Energy Delivery Charge Per Month

Each kW of Billing Maximum Load

Secondary Delivery	\$ 5.84 per kW
Primary Delivery	\$ 4.67 per kW
Primary Delivery-dedicated service from the transmission system	\$ 3.00 per kW
Transmission	\$ 2.41 per kW

kVAr Charge \$0.24 per kVAr

Generation Charges

Demand Charge

Each kW of Period Maximum Load

Summer Season

Peak Billing Period	\$ 7.59 per kW
Off-Peak Billing Period	\$ 0.00 per kW

Winter Season

Peak Billing Period	\$ 3.53 per kW
Off-Peak Billing	\$ 0.00 per kW

Spring/Fall Season

All Hours	\$ 1.66 per kW
-----------------	----------------

Energy Charge

Billing Period kWh

Summer

Peak Billing Period	\$ 0.035057 per kWh
Off-Peak Billing Period	\$ 0.021205 per kWh

Winter

Peak Billing Period	\$ 0.026207 per kWh
Off-Peak Billing Period	\$ 0.021205 per kWh

Spring/Fall

All Hours	\$ 0.021205 per kWh
-----------------	---------------------

On-Peak/Off-Peak Hours

Company shall consider the following as the on-peak/off-peak billing periods for each season. All hours shall be Eastern Standard Time.

Summer Season: June through September

Weekday:

Peak - 12:01 pm through 8:00 pm
 Off-Peak - All Other Hours

Saturday:

Weekend/Holidays:

Off-Peak - All Hours

Winter Season: December through February

Weekday:

Peak - 7:01 am through 1:00 pm, 6:01 pm through 9:00 pm
 Off-Peak - All Other Hours

Weekend/Holidays:

Off-Peak - All Hours

**STANDARD CONTRACT RIDER NO. 12.2
OPTIONAL TIME-OF-USE SERVICE APPLICABLE TO RATE HLF**

Spring/Fall Season : March, April, May, October, November

Weekday:

Off-Peak - All Hours

Weekend/Holidays:

Off-Peak - All Hours

The entire twenty-four (24) hours of the following holidays will be considered off-peak hours:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Whenever any of the above holidays occur on a Sunday and the following Monday is legally observed as a holiday, the entire twenty-four (24) hours of such Monday will be considered as off-peak hours.

Rate Equalization Adjustment

In addition to the charges contained within the above Rates section, an individual kilowatt-hour adjustment factor (kWh Factor) will be computed for each Customer migrating to this Rider. The kWh Factor will be multiplied by the Customer's total monthly billed kilowatt-hour usage under this Rider and the resulting adjustment will either be added to or subtracted from the Customer's monthly bill.

The kWh Factor will be computed prior to the Customer migrating to this Rider by taking the annual difference in billing between Rate HLF and Standard Contract Rider 12.2, based on a historical twelve month billing period, and the resultant difference divided by the annual kilowatt-hour usage used to compute the billing under this Rider.

Customer and Company will mutually agree on a historical twelve month billing period under which the kWh Factor will be developed. Company will utilize Customer's actual billing statistics (kW and kWh) under Rate HLF for this historical billing period to compute the annual charges under Rate Schedule HLF. Company will compute the annual charges under Standard Contract Rider 12.2 for the same historical billing period utilizing actual kilowatt and kilowatt-hour information obtained from Customer's load profile meter. For new Customers or for existing Customers where sufficient load profile information is not available, the adjustment factor will be set to zero.

The kWh Factor will be eliminated at the end of three years, as measured from the start date of the service contract under this Rider. If within such three year period, the rates contained within Rate HLF and Standard Contract Rider 12.2 change as part of a rate case proceeding, then the initial kWh Factor shall be recomputed based on the revised rates. Such recomputation shall utilize the original billing statistics from the historical billing period. The resulting revised kWh Factor shall be used as the kWh Factor during the remainder of the three-year period.

Measurement of Billing Maximum Load, Period Maximum Load Energy and kKArS

Billing Maximum Load shall be measured by suitable instruments, and, in any month the Billing Maximum Load shall be the average number of kilowatts in the thirty-minute interval during which the energy metered is greater than in any other thirty-minute interval in such month.

Period Maximum Loads for the peak, and off-peak billing periods shall be measured by suitable instruments, and, for any billing period the Period Maximum Load shall be the average number of kilowatts in the thirty-minute interval during such billing period in which the energy metered is greater than in any other thirty-minute interval in such billing period.

When energy is metered through more than one meter the Billing Maximum Load and the Period Maximum Loads separately determined for each meter, shall be added together for determining the Billing Maximum Load for the month and the Period Maximum Loads.

Energy shall be measured by a suitable integrating instrument capable of measuring energy by billing period. Kvars shall be measured by suitable instruments.

Metering Adjustments

Whenever the Customer's maximum load and energy requirements are metered at a lower voltage than the delivered voltage, then the metered Billing Maximum Load, kVAr and the Period Maximum Loads shall be increased by one percent (1%) and the metered energy shall be increased by one percent (1%) before applying any other adjustment or computing the charges.

**STANDARD CONTRACT RIDER NO. 12.2
OPTIONAL TIME-OF-USE SERVICE APPLICABLE TO RATE HLF**

Whenever the Customer's maximum load and energy requirements are metered at a higher voltage than the delivered voltage, then the metered Billing Maximum Load, kVAr and the Period Maximum Loads shall be decreased by one percent (1%) and the metered energy shall be decreased by one percent (1%) before applying any other adjustment or computing the charges.

Minimum Monthly Charge

The Monthly Minimum Charge shall be the Connection Charge.

Special Terms and Conditions

1. This Rider is available to any Customer who agrees to participate in the Demand Side Management Program to move load from the on-peak hours to the off-peak hours and who meets the following requirements:
 - A. Customer must submit for approval by Company a written plan to move load from the on-peak hours to off-peak hours. Such plan shall be included as part of the service contract.
 - B. To accommodate changes in Customer's electrical usage and to track and verify the amount of load shifted from the peak hours to the off-peak hours as required under the Company's Demand-Side Management Program, Customer agrees to notify Company of any substantive changes to their electrical consumption that may affect the amount of peak, and/or off-peak usage under this Rider. Company and Customer will mutually agree on the method and notification procedure to be used to track changes in electrical consumption. Such method and procedure will be included in the service contract.
 - C. Customer must currently be served under Rate HLF. New Customers, or Customers migrating to this Rider from another Rate Schedule, will be eligible to receive service under this Rider if they can demonstrate that Rate HLF would otherwise be the most cost effective rate to receive service under, and they meet the requirements of this Rider.
2. Customer will enter into a written Agreement under the Program for an initial term of one (1) year with automatically renewing one (1)-year terms. Such contract shall specify the estimated amount of load to be moved from the on-peak to the off-peak hours. Company shall have the right to refuse service under this Rider if Customer cannot move load from the on-peak to the off-peak hours. Customer may cancel the Agreement after the initial term of the Agreement or at the end of subsequent one (1)-year terms by giving sixty (60) days advance written notice prior to the expiration of the initial term or subsequent one (1)-year terms. The Agreements will be filed with the Indiana Utility Regulatory Commission (IURC) for informational purposes.
3. All provisions included in the currently approved Rate HLF shall apply except as provided for herein.

*Subject to:

- Standard Contract Rider No. 60 —Fuel Cost Adjustment
- Standard Contract Rider No. 62 —Qualified Pollution Control Property Revenue Adjustment
- Standard Contract Rider No. 63 —SO₂ and NO_x Emission Allowance Adjustment
- Standard Contract Rider No. 64 —Merger Savings Credit
- Standard Contract Rider No. 66 —Demand Side Management Adjustment
- Standard Contract Rider No. 67 —Recovery of Preapproved Purchased Power Costs to Meet Retail Customer Peak Load Requirements (Purchased Power Tracker)
- Standard Contract Rider No. 68—Midwest ISO Management Cost and Revenue Adjustment
- Standard Contract Rider No. 70—Summer Reliability Adjustment
- Standard Contract Rider No. 71—Clean Coal Operating Cost Revenue Adjustment