

Standard Contract Rider No. 21

BACKUP DELIVERY POINT RIDER

AVAILABILITY

The Company will normally supply service to one premise at one standard voltage at one delivery point and through one meter to a Non-Residential Customer in accordance with the provisions of the applicable rate schedule and the Electric Service Regulations. Upon customer request, Company will make available to a Non-Residential Customer additional delivery points in accordance with the rates, terms and conditions of this Rider No. 21. Customers currently capable of utilizing this service can continue as long as capacity is available or there is no change in the Company's or Customer's operations. Changes in the Company's operations may include but not be limited to any or all of the following: service supply voltage changes due to refurbishments or upgrades; relocation or removal of supply facilities from public rights of way requested by government authorities; circuit reconfigurations due to transmission system or substation additions or retirements; circuit switching necessary to control loading or for reliability reasons; or supply circuit modifications to honor commitments given to previously enacted backup delivery points in the vicinity. Changes to the Customer's operations may include but not be limited to any or all of the following customer load changes: introduction of harmonic distortions onto the power supply system; imposition of voltage fluctuations due to erratic loading cycles; excessive power magnitude requirements compared to primary service or as available in the service location; service reliability requirements above nominal working standards; or power quality requirements unattainable from bulk power delivery systems.

NET MONTHLY BILL

1. Connection Fee \$300.00
The Connection Fee applies only if an additional metering point is required and will be based on customer's most applicable rate schedule.
2. Monthly charges will be based on the unbundled distribution and/or transmission rates of the customer's most applicable rate schedule and the contracted amount of backup delivery point capacity.
3. The Customer shall also be responsible for the acceleration of costs, if any, that would not have otherwise been incurred by Company absent such request for additional delivery points. The terms of payment may be made initially or over a pre-determined term mutually agreeable to Company and Customers that shall not exceed the minimum term. In each request for service under this Rider, Company engineers will conduct a thorough review of the customer's request and the circuits affected by the request. The customer's capacity needs will be weighed against the capacity available on the circuit, anticipated load growth on the circuit, and any future construction plans that may be advanced by the request.

SPECIAL TERMS AND CONDITIONS

The Company will provide such backup delivery point service under the following conditions:

1. Company reserves the right to refuse backup delivery service to any Customer where such backup delivery service is reasonably estimated by Company to impede or impair current or future electric transmission or distribution service. Company shall provide to the Customer written documentation describing the circumstances that warrant the refusal to provide backup delivery point service.

SPECIAL TERMS AND CONDITIONS (Contd.)

2. The amount of backup delivery point service shall be mutually agreed to by the Company and the Customer because the availability of specific electric system facilities to meet a Customer's request is unique to each service location.
3. System electrical configurations based on Customer's initial delivery point will determine whether distribution and/or transmission charges apply to Customer's backup delivery point.
4. In the event that directly assigned facilities are necessary to attach Customer's backup delivery point to the joint transmission or distribution systems, Company shall install such facilities and bill Customer the Company's full costs for such facilities and installations.
5. Energy supplies via any backup delivery point established under this Rider No. 21 will be supplied under the applicable rate tariff and/or special contract.
6. Company and the Customer shall enter into a service agreement with a minimum term of five years. This service agreement shall contain the specific terms and conditions under which Customer shall take service under this Rider No. 21.
7. Company does not guarantee uninterrupted service under this rider.

SERVICE REGULATIONS

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Indiana Utility Regulatory Commission, and to the Company's Service Regulations currently in effect, as filed with the Indiana Utility Regulatory Commission.