RATE 2 DEMAND RATE SERVICE

AVAILABILITY:

Available to all steam Customers located adjacent to the steam mains of the Utility, providing they contract for a minimum Billing Demand of 50 Therms per hour in the Month of maximum usage during the Year, and providing billing will be continuous throughout all twelve Months of the Year.

RATE:

The sum of the Customer Charge, Demand Charge and the Energy Charge:

Customer Charge:	\$ 719.00 per Month
Demand Charge:	\$ 181.57 per Therm per Hour
Energy Charge:	\$ 0.37258 per Therm

BILLING DEMAND:

The Billing Demand shall be the maximum average Demand for a thirty-minute period, measured in Therms per hour, during the Month for which the bill is rendered, but in no case shall the Billing Demand be less than seventy-five per cent of the maximum thirty-minute Demand during the preceding eleven Months.

Where the character of the load is such that the steam Demands fluctuate violently between maximum and minimum so that determination of an average thirty (30) minute Demand is impractical, then the Billing Demand will be based upon the average of the three highest peaks during the thirty (30) minute period.

MINIMUM BILL PER MONTH:

The minimum bill shall be the Customer Charge plus the Demand Charge and, in no case, less than \$7,527.88 per Month.

CONTRACT RIDERS APPLICABLE:

No. 1 – See Page 201. No. 2 – See Page 202.

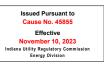


PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen days after its date of issue, a collection charge will be added in the amount of ten percent of the first three dollars plus three percent of the excess of three dollars.

CONTRACT TERM:

Contracts shall be for an initial term of not less than three Years and shall continue in effect thereafter for successive like terms. The Utility may require a special contract when unusual construction or equipment expense is necessary to furnish the service subject to approval of the Indiana Utility Regulatory Commission.



CITIZENS THERMAL STEAM UTILITY STANDARD CONTRACT FOR RATE 2 DEMAND RATE SERVICE

This Standard Contract for Rate 2 Demand Rate Service ("Contract"), effective as of the date last signed below, is entered into by and between the Board of Directors for Utilities of the Department of Public Utilities of the City of Indianapolis in its capacity as owner and operator of a steam utility d/b/a Citizens Thermal ("Utility") and ______ ("Customer"). This Contract is entered into pursuant to the Utility's general Terms and Conditions, Rate 2 Demand Rate Service rate schedule, and applicable Standard Contract Riders, and Appendices (collectively "Tariff") filed with and approved by the Indiana Utility Regulatory Commission ("Commission"). By reference, the Tariff is incorporated herein and made a part hereof. In the case of any discrepancy between this Contract and the Tariff, the Tariff will control; and no part of this Contract supersedes any provision of the Tariff, including, but not limited to, Paragraph 3.9 of the Tariff's Terms and Conditions. The Utility may, however, from time to time, subject to approval of the Commission, revise the Tariff, including but not limited to the rates charged for Rate 2 Demand Rate Service.

Pursuant to this Contract, the Utility agrees to provide and Customer agrees to purchase Rate 2 Demand Rate Service under either Option 1 or Option 2.

If, pursuant to the Tariff, the Customer desires to enter into a contract that differs from terms provided for under the Rate 2 Demand Service rate and/or Option 1 of this Contract; the Customer has the right to request a special contract, as that term is defined by Paragraph 3.5 of the Tariff's Terms and Conditions rather than select Option 2. Any special contract is subject to approval by the Commission. The Customer is under no obligation to choose service under Option 2 or a special contract.

OPTION 1:

In all cases, unless the Customer explicitly chooses Option 2 or to enter into a special contract, Option 1 shall be the default option and will be the basis for calculating Billing Demand.

Initial Contract Term (not less than three years):

years; <u>mm/dd/yyyy</u> through and including <u>mm/dd/yyyy</u>

After the Initial Contract Term, the Contract shall continue in effect for successive three-year terms, unless the Customer elects to seek a special contract or a new standard contract with a longer term.

Billing Demand:

Under Option 1, Billing Demand will be calculated in accordance with the standard language of the Rate 2 Demand Rate Service rate schedule which states:

The Billing Demand shall be the maximum average Demand for a thirty-minute period, measured in Therms per hour, during the Month for which the bill is rendered, but in no case shall the Billing Demand be less than seventy-five percent of the maximum thirty-minute Demand during the preceding eleven Months.

A Customer selecting service under Option 1 remains subject to the Minimum Bill Per Month provision of the Rate 2 Demand Rate Service schedule.

OPTION 2:

Option 2 is available to Customers who desire to agree to a Minimum Billing Demand greater than 50 Therms and/or a Contract Term longer than three years in express exchange for the Utility's agreement to bear new incremental investment associated with providing steam service to the Customer, such as the cost of an extension of service pipe or other expenses which would otherwise be the responsibility of the Customer under Paragraphs 11.3 and 11.4 of the Tariff's Terms and Conditions ("Utility Borne Customer Expenses").

Prior to executing this Contract under Option 2, the Utility agrees to provide the Customer with its best estimates of forecasted Demand Charges over the Initial Term of the Contract to enable good faith negotiations between the Utility and Customer as to the Initial Term and Billing Demand.

Initial Contract Term (not less than three years):

_____ years; mm/dd/yyyy through and including mm/dd/yyyy

Billing Demand:

For purposes of calculating Billing Demand under the Rate 2 Demand Rate Service schedule, during the Initial Term of the Contract, the Billing Demand shall be the greater of the Customer's maximum average Demand for a thirty-minute period, measured in Therms per hour during the Month for which the bill is rendered, or _____ Therms per hour. For purposes of calculating a Minimum Bill Per Month, the Demand Charge shall be based on the number of Therms per hour specified in this Contract which may result in higher monthly charges during the Initial Contract Term than a Contract under Option 1 or a special contract.



Modification:

In the event that the Commission approves changes to the Utility's Rate 2 Demand Charge during the course of the Initial Term that exceed seasonally adjusted forecasted Consumer Price Index Fuels and Utilities U.S. City Average as published by the United States Department of Labor Bureau of Labor Statistics at the time the Contract was entered into by 125 basis points, the Utility and Customer will enter into good faith discussions to modify, if necessary, the Initial Term and/or the Billing Demand to effect recovery, as closely as possible, of the agreed Utility Borne Customer Expenses.

Movement to Option 1 Upon Expiration of Option 2 Initial Contract Term:

Unless the Customer affirmatively elects an alternative arrangement, the Customer shall be moved to an Option 1 Standard Contract with a term of 3 years commencing on the date the Option 2 Initial Contract Term, and any Modification, expires.

CUSTOMER	UTILITY
Name:	Name:
Title:	Title:
Date:	Date:

