

RATE ES

EMPLOYMENT STABILIZATION AND COAL CONVERSION SERVICE

APPLICABILITY

Applicable to commercial and industrial customers with minimum monthly requirements of 30,000 dekatherms who request the Company to purchase and transport natural gas, or to transport gas which the customer has purchased from another source, and present evidence to the Company showing that absent special considerations, including charges for gas service, they face severe economic hardship which can result in plant closings and loss of jobs to the local economy. This rate is also applicable to large volume industrial customers with minimum monthly requirements of 30,000 dekatherms who request the Company to purchase and transport natural gas, or to transport gas which the customer has purchased from another source, when such gas will be used to supply load that would otherwise utilize coal. Any customer claiming economic hardship under this tariff must annually present an affidavit, signed by an officer of the firm, verifying that without this rate sales to the utility will be lost or no plant expansion can occur. Such transportation service shall be accomplished through displacement and delivered on a "best efforts" basis and shall be subject to the terms and conditions set forth herein. The Company reserves the right to decline requests to initiate such service whenever, in the Company's judgment, rendering the service would be detrimental to the operation of the Company's system or its ability to supply gas to its customers receiving service under the provisions of its standard general service, or wholesale service tariffs.

NET MONTHLY BILL

Computed in accordance with the following charges:

Customer Charge per month: \$250.00

Distribution Charge:

Company will deliver the arranged-for gas, less shrinkage which is equal to the Company's system average unaccounted for percentage, at a rate of \$0.3740 per Dth

Gas Cost Charge:

The Gas Cost Charge shall be as set forth on Appendix A, Gas Cost Adjustment, for each therm of usage.

Other Charges:

The Other Charges set forth in Appendix C shall be charged to Customer, if applicable.

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The Company will supplement the customer's gas supply on a best efforts basis for gas delivered through customer's meter in excess of customer's daily and/or monthly transported volumes including prior month's transportation imbalances volumes if applicable. The cost of this supplemental gas supply will not be detrimental to the Company's sales service customers. In the event customer fails to interrupt transportation deliveries at Company's request, or Company is unable to provide supplemental supplies for customer, any excess deliveries through customer's meter will be considered unauthorized deliveries.

UNAUTHORIZED DELIVERIES

All unauthorized deliveries shall be billed at a rate charged by the Company's interstate pipeline supplier(s) for such unauthorized deliveries in addition to the charges set forth under the Net Monthly Bill provision of this tariff.

TERMS AND CONDITIONS

The customer shall enter into a written service agreement with the Company. Such agreement shall set forth specific arrangements as to volumes to be transported as well as any other circumstances relating to the individual customer, including the customer's specific commitment with respect to plant renovation and/or expansion.

Where the customer purchases natural gas from another source of supply, the customer shall make all necessary arrangements and secure all requisite regulatory or governmental approvals, certificates or permits to enable the gas transported to be delivered to the Company's system.

The Company's "best efforts" basis is defined as the right, at any time, to curtail or interrupt the delivery or transportation of gas under this tariff when, in the judgment of the Company, such curtailment or interruption is necessary to enable the Company to maintain deliveries to residential and other high priority customers or to respond to any emergency.

At least one day preceding the day transportation nominations are due to the interstate pipeline(s), transporting customer's gas, customer or customer's supplier agrees to inform Company in writing or, at the Company's discretion, verbally, and confirm in writing within seven (7) days thereafter, the quantities of gas it desires to have transported for the upcoming month, along with all other necessary information. Customer agrees upon request by Company to produce, in a timely manner, proof of the purchase of the natural gas transported, any necessary regulatory approvals, and any and all transportation arrangements with all interstate pipelines, intrastate pipelines, or others involved in transporting customer's gas.

If customer's delivered transportation volume exceeds customer's monthly metered volume used for billing, customer will have an imbalance, which must be eliminated as soon as possible. Company shall have the right to impose penalties on customer's daily or monthly imbalances, or to refuse to accept future nominations from customer or customer's supplier until imbalances are eliminated. Company will not be liable for any penalties charged by pipelines because of customer's supplier's over or under deliveries into the pipeline, or customer's failure to take deliveries through customer's meters for the exact amount of gas transported by the pipelines to Company's city gate.

Customers who satisfy the definition of human needs and public welfare customers must purchase standby service from the Company, or have alternative fuel capability, or have a combination thereof

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TERMS AND CONDITIONS (Cont'd.)

sufficient to maintain minimal operations.

Human needs and public welfare customer is a customer whose facilities are used for residential dwelling on either a permanent or temporary basis; commercial customers of a residential nature; other customers whose service locations are places of the kind, where the element of human welfare is the predominant factor; and civil and governmental customers whose facilities are required in the performance of protecting and preserving the public health, safety, and welfare. Such facilities shall include, but are not limited to, houses, apartment buildings, correctional institutions, hospitals, primary and secondary schools, nursing homes, and charitable institutions.

The term of contract shall be contained within the written Service Agreement but not less than twelve (12) months. The Company reserves the right to terminate the service after the initial twelve (12) month period by providing sixty (60) days written notice.

RULES AND 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 Company's Rules and Regulations currently in effect, as filed with the Indiana Utility Regulatory Commission, as provided by law.

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