

STANDARD CONTRACT RIDER NO. 4
ADDITIONAL CHARGE FOR TRANSFORMERS AND OTHER FACILITIES
FURNISHED BY COMPANY TO CUSTOMER
(Applicable to Rates SS, OES, SL, PL, CSC, and HL)

If, because of the character of the Customer's load, Customer's desire for duplicate service facilities, legal or engineering requirements or other good reason, the Customer requests the Company to install facilities not deemed by the Company as necessary for normal service, the Company will install such facilities providing the Company has no engineering, legal, or safety reason for not making such installation; or if the Customer desires the Company to own, operate and maintain equipment such as transformers, supplementary equipment, lines and other facilities on the Customer's side of the point of delivery of energy (i.e. Company's disconnect switches) Company, if it has such equipment, and if it is willing to do so, may furnish, operate and maintain said equipment for the Customer.

In either case the following conditions will prevail:

- A. There will be an additional monthly charge therefore of one and sixty-five hundredths percentum (1.65%) net of the cost, including installation cost, of the equipment used or ready to be used at the beginning of the monthly billing period, as shown on the inventory of the equipment attached hereto and revised when necessary to show additions to and removal of such equipment.
- B. Inventories of equipment will be revised whenever changes occur in the field to reflect installs and removals based on the current installed cost of all additions and original installed cost of the items being removed as determined by the Company. These changes will result in a revision to the monthly charge. All inventories will be reviewed for unbilled additions or removals at least every five (5) years, for the purpose of assuring the billing inventories are current.
- C. The term of this Contract shall begin at the time the service is installed and metered under the Customer's name and assigned rate classification and extend for a period of five (5) years. The Effective Date will appear on the estimated Billing Inventory. This agreement will be automatically renewed for successive like terms. This agreement may be cancelled by either party after fulfillment of the initial five-year term upon notice to that effect given to the other party at least sixty (60) days in advance.
- D. If, in the judgment of the Company, the Customer may not be expected at the time of installation to use such equipment for the term of this contract the Customer shall pay the entire cost of installation, removal, less the salvage value of the equipment in advance.
- E. The Company shall have the right to remove any such equipment when in its judgment it is no longer required by Customer's operation, or when in the Company's judgment the Customer's use of the equipment threatens to injure any of it.
- F. The supply of said equipment shall be, in so far as possible, in complete units of lines and/or substations, to avoid the undesirable circumstances attendant with divided ownership and responsibility.
- G. Bills for the use of said transformers and/or supplementary equipment will be presented at the beginning of each month of such use and will be payable within fifteen days after presentation.

Indianapolis Power & Light Company
d/b/a AES Indiana
One Monument Circle, Indianapolis, Indiana

I.U.R.C. No. E-20

Original No. 155

STANDARD CONTRACT RIDER NO. 4 (Continued)

The Customer shall be responsible for the cost of replacing any of said facilities damaged or destroyed beyond repair; except, as the result of accidents beyond its control. The Customer shall also be responsible for the cost of all necessary repairs to said facilities other than usual replacements or repairs. The Customer hereby expressly covenants that it will save and hold harmless the Company, its successors or assigns, from all suits or claims for damage due to injury to persons or property which may be caused by or attributed in any way to the facilities covered by this agreement; except that the Company will be responsible for any injury to persons or property caused solely by its negligent or wrongful acts or omissions.