

Designated Buy-Out Energy (Contd.)

5. Any Buy-Out Energy transactions designated by the Customer will be coordinated with the Company sufficiently in advance, as determined by Company, of the commencement date thereof to accommodate the Company's control area scheduling in accordance with applicable reliability council guidelines and interconnection agreements with the delivering utility. Company will have the right to reasonably limit the number of third-party Buy-Out sources that a Customer can pre-designate, but such limitation shall not be less than five unless necessary for system operation and/or coordination purposes.
6. The coordination of the Designated Buy-Out Energy will include a written application that includes the following:
 - (a) The identity, address, and telephone number of Customer; The name and title of the contact person for the Customer;
 - (b) The amount of Buy-Out Energy, including demand and energy estimates;
 - (c) The third-party, including name, address, telephone number, and contact person from which the Buy-Out Energy will be supplied;
 - (d) The transmission path(s) to be used to deliver the power to Company's interconnection point(s); and
 - (e) Such other information or studies as may be required by the Company consistent with the information routinely used by Company for system planning.
7. A scheduling fee of 0.148 cents per kW times the maximum kW of Designated Buy-Out Energy scheduled during the day will be billed for each day that Designated Buy-Out Energy has been scheduled for delivery during a requested Call Option.
8. If the Designate Buy-Out Energy exceeds Customer's actual Buy-Out Energy requirements in any given hour, Company shall bill Customer for such excess Designated Buy-Out Energy and provide a billing credit for any Out-of-Pocket Costs avoided by Company from the use of such excess Designated Buy-Out Energy; provided, however, that such credit shall not exceed the cost of such excess Designated Buy-Out Energy.
9. If the Designated Buy-Out Energy is not sufficient to meet Customer's actual Buy-Out Energy requirements in any given hour, Company shall bill Customer for such deficient Designated Buy-Out Energy at Company's Buy-Out Energy cost, if such Buy-Out Energy is available.

Call Option Notice

Company will give Customers as much advance notice of a Call Option as may be reasonably practicable, but never less than by 3:00 p.m. of the previous day. Company will keep Customers advised of the probability of issuing a Call Option.

Buy-Out Notice

Company will give Customers as much advance notice of the unavailability of Buy-Out Energy as may be reasonably practicable, but never less than one hour.

Filed pursuant to an Order dated in
Commission of Ohio.

Case No.

before the Public Utilities

Issued:

Effective:

Issued by J. L. Turner, President

Notification

Company will provide the communication technology to be used to notify Customer of a Call Option, the projected price of Buy-Out Energy, any system constraints, and Customer's notification of election to buy through the Call Option.

Billing

Customers will be billed for all demand and energy used under the terms and conditions and at the rates and charges of Rate RTP. In addition, Customers will receive a credit on their electric bill for participation in the Program, based on the load and strike price selected by Customer. Such Credit will be distributed to Customer in equal installments on their electric bills issued during the months of June through September. When Call Options are exercised, the customer will (a) receive an additional credit based on the Option Energy times the Strike Price and (b) be charged the Hourly RTP for Option Energy actually purchased by the Company to equate the price of the Option Energy to the Strike Price. If Buy-Out Energy is purchased by the Customer, Customer will be charged the increment difference between the Buy-Out Costs and the actual Hourly RTP.

Customer Generation

Customers electing to operate a Generator in parallel with Company's electric system will operate the Generator in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. Company will grant such permission only in cases where it is satisfied that such parallel operation is practicable and without interference or probability of interference with the ability of Company to render adequate service to its other Customers.

Company reserve the right to install metering to measure the energy output of the Generator and/or any applicable end-uses in order to verify the Contracted Load Reduction. Customer will provide suitable access and a suitable location for the installation of such metering equipment. The Option Payment will be adjusted to reflect the incremental cost of such metering and any additional administrative costs.

Limitations and Exclusions

Participation in the Energy Call Option Program will not affect Customer's obligations for electric service under Rate RTP.

Any interruptions or reductions in electric service caused by outages of Company's facilities, other than as provided under the Program, will not be deemed an exercised Call Option under this Program. Agreements under the Program will in no way affect Customer's or Company's respective obligations regarding the rendering of and payment for electric service under the applicable electric tariff and its applicable rate schedules. It will be Customer's responsibility to monitor and control their demand and energy usage before, during, and after a Call Option is exercised.

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

Filed pursuant to an Order dated in
Commission of Ohio.

Case No.

before the Public Utilities

Issued:

Effective:

Issued by J. L. Turner, President

The Cincinnati Gas & Electric Company
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 95
Page 1 of 1

(N)

RATE MDC

METER DATA CHARGES

(N)

APPLICABILITY

These charges apply to customers located in the Company's service territory that have meter pulse equipment and/or interval metering equipment.

TYPE OF CHARGES

Request for Usage Data

One month of Interval Meter Data	\$24.00
Twelve months of historical Interval Meter Data	\$32.00
Meter Pulse Output Data	\$13.00

SERVICE REGULATIONS

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

Filed pursuant to an Entry dated
Commission of Ohio.

in Case No.

before the Public Utilities

Issued:

Effective:

Issued by J. L. Turner, President

RATE MSC

METER SERVICE CHARGES (N)

APPLICABILITY

These charges apply to customers that request the Company to install interval meter and meter pulse equipment and to provide certain meter related services that otherwise are not provided by the Company.

TYPE OF CHARGES

Installation Charges of Interval Meters and Equipment

Replace Socket Meter with Interval Meter & Modem	\$446.00
Replace A-Base Meter with Interval Meter, Modem Meter Base Adapter	\$572.00
Installation of Meter Pulse Equipment	\$380.00

If the Company is required to make additional visits to the meter site due to the inability to gain access to the meter location or the necessary Communication Link has not been installed, or the Communication Link is not working properly, the Company may charge the customer for any additional trip to the meter site at the rate of \$58.00/Visit

In addition, the Company reserves the right to charge for the cost of any incremental facilities necessary to complete the meter installation.

METER TESTING CHARGES

When the customer requests that his be tested and when the meter test results are found to be within the Company accepted tolerance limits, the following charges may be billed:

Field Test Single Phase Meter	\$48.00/Meter
Field Test Three Phase Meter	\$58.00/Meter
Shop Test Single Phase Meter	\$43.00/Meter
Shop Test Three Phase Meter	\$48.00/Meter

SPECIAL METER READING REQUESTS

To the extent a request is made to read the Customer's meter more frequently than once per monthly billing cycle, the following charges may be billed:

All charges associated with manually obtaining off cycle meter data	\$25.00/Meter
All charges associated with manually obtaining off cycle interval meter data	\$31.00/Meter
All charges associated with obtaining off cycle interval meter data by modem	\$ 7.00/Meter

SERVICE REGULATIONS

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

Filed pursuant to an Entry dated _____ in Case No. _____ before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by J. L. Turner, President

The Cincinnati Gas & Electric Company
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. No. 1
Sheet No. 1.3
Cancels and Supersedes
Sheet No. 1.2
Page 1 of 6

RATE PA

POLE ATTACHMENT TARIFF

APPLICABILITY

Applicable to attachments by any person or entity other than a public utility to any pole of the Company within its entire territory by a licensee; i.e., a person who enters into an Agreement with the Company.

ATTACHMENT CHARGES

An annual rental of \$4.25 per pole shall be charged for the use of the Company's poles. The charge will apply if any portion of a pole is occupied or reserved at the licensee's request.

An initial contact fee of \$1.00 per pole will be charged by the Company.

PAYMENT

Rental payments shall be made on the anniversary of the agreement. When payments are not made, the invoiced amount shall include an additional amount equal to one and one-half percent (1.5%) of the unpaid balance.

As new attachments are made after the initial rental year, rentals for such attachments shall be paid for the entire year if made within the six-month period after any anniversary date, and for one-half year if made during the following six-month period. For any attachments removed by licensee and for which the Company shall have received written notice from licensee, the yearly rental shall be adjusted on the same basis.

TERMS AND CONDITIONS

1. Before any attachment is made by licensee, it shall make written application for permission to install attachments on any pole of the Company, specifying the location of each pole in question, the character of its proposed attachments and the amount and location of space desired. Within 30 days after receipt of such application, the Company shall notify licensee in writing whether or not it is willing to permit the attachments and, if so, under what conditions. The Company shall have the sole right to determine the availability of such pole for joint use and shall be under no obligation to grant permission for its use by licensee. If such permission is granted, licensee shall have the right to occupy the space allotted by the Company under the conditions specified in such permit and in accordance with the terms of the Agreement but Company shall not be required to set a pole for the sole use by licensee.
2. Upon the execution of the Agreement and before any attachments are made by licensee, licensee shall send the Company all manufacturer's technical manuals and information, and construction standards and manuals regarding the equipment licensee proposes to use pursuant to the provisions of the Agreement.

Filed pursuant to an Entry dated
Ohio.

in Case No.

before the Public Utilities Commission of

Issued:

Effective:

Issued by J. L. Turner, President

The Cincinnati Gas & Electric Company
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. No. 1
Sheet No. 1.3
Cancels and Supersedes
Sheet No. 1.2
Page 2 of 6

TERM AND CONDITIONS (Contd.)

3. All attachments are to be placed on poles of the Company in a manner satisfactory to the Company and so as not to interfere with the present or any future use which the Company may desire to make of such poles, wires or other facilities. All attachments shall be installed and maintained by licensee so as to comply at least with the minimum requirements of the National Electrical Safety Code and any other applicable regulations or codes promulgated by federal, state, local or other governmental authority having jurisdiction. Licensee shall take any necessary precautions, by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of licensee's attachments on the Company's poles. The Company shall be the sole judge as to the requirements for the present or future use of its poles and equipment and of any interference therewith.
4. In any case where it is necessary for the Company to replace a pole because of the necessity of providing adequate space or strength to accommodate the attachments of licensee thereon, either at the request of licensee or to comply with the above codes and regulations, the licensee shall pay the Company the total cost of this replacement. Such cost shall be the total estimated cost of the new pole including material, labor, and applicable overheads, plus the cost of transferring existing electric facilities to the new pole, plus the cost of removal of the existing pole and any other incremental cost required to provide for the attachments of the licensee, including any applicable taxes the Company may be required to pay because of this change in plant, minus salvage value of any facilities removed.

Licensee shall also pay to the Company and other owners thereof the cost of removing all existing attachments from the existing pole and re-establishing the same or like attachments on the newly installed pole. The new pole shall be the property of the Company regardless of any payments by licensee towards its cost and licensee shall acquire no right, title or interest in such pole.

5. If licensee's proposed attachments can be accommodated on existing poles of the Company by rearranging facilities of the Company and of other licensees or permittees thereon and if the Company and other licensees or permittees are willing to make such rearrangement, such rearrangement shall be made by the Company and such other licensees or permittees, and licensee shall on demand reimburse the Company and such other licensees or permittees for any expense incurred by them in transferring or rearranging such facilities. Any additional guying required by reason of the attachments of licensee shall be made by licensee at its expense, and to the satisfaction of the Company.
6. The Company reserves the right to inspect each new installation of licensee on its poles and to make periodic inspections, semi-annually or more often as conditions may warrant, and licensee shall, on demand, reimburse the Company for the expense of such inspections. The Company's right to make such inspections and any inspection made pursuant to such right shall not relieve licensee of any responsibility, obligation, or liability imposed by law or assumed under the Agreement.

Filed pursuant to an Entry dated
Ohio.

in Case No.

before the Public Utilities Commission of

Issued:

Effective:

Issued by J. L. Turner, President

The Cincinnati Gas & Electric Company
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. No. 1
Sheet No. 1.3
Cancels and Supersedes
Sheet No. 1.2
Page 3 of 6

TERM AND CONDITIONS (Contd.)

7. Whenever the Company notifies licensee in writing that the attachments of licensee interfere with the operation of facilities of the Company or other licensee or permittee, or constitute a hazard to the service rendered by the Company or other licensee or permittee, or fail to comply with codes or regulations above-mentioned, licensee shall within 10 days after the date of such notice, remove, rearrange, or change its attachments as directed by the Company. In case of emergency, the Company reserves the right to remove or relocate the attachments of licensee at licensee's expense and without notice, and no liability therefor shall be incurred by the Company because of such action.

8. Licensee agrees to indemnify and save harmless the Company from and against any and all liability, loss, damage, costs, attorney fees, or expense, of whatsoever nature or character, arising out of or occasioned by any claim or any suit for damages, injunction or other relief, on account of injury to or death of any person, or damage to any property including the loss of use thereof, or on account of interruption of licensee's service to its subscribers or others, or for public charges and penalties for failure to comply with federal, state or local laws or regulations, growing out of or in connection with any act or omission, negligent or otherwise, of licensee or its servants, agents or subcontractors in the attachment, operation and maintenance of facilities of licensee on the poles of the Company, and in the performance of work hereunder, whether or not due in whole or in part to any act, omission or negligence of the Company or any of its representatives or employees (except insofar as such indemnity arising out of such injury or damage caused by the sole negligence of the Company or such representatives or employees may be judicially found to be contrary to law, in which case this Agreement of indemnity shall in all other respects be and remain effective and binding). The Company may require licensee to defend any suits concerning the foregoing, whether such suits are justified or not.

9. Licensee agrees to obtain and maintain at all times during the period licensee has attachments on the Company's poles, policies of insurance as follows:
 - (a) Public liability and automobile liability insurance for itself in an amount as specified by the Company for bodily injury to or death of any one person, and, subject to the same limit for any one person, in an aggregate amount as specified by the Company for any one occurrence.
 - (b) Property damage liability insurance for itself in an amount as specified by the Company for any one occurrence.
 - (c) Contractual liability insurance in amounts as specified by the Company to cover the liability assumed by the licensee under the agreements of indemnity set forth in the Agreement.

Filed pursuant to an Entry dated

in Case No.

before the Public Utilities Commission of

Ohio.

Issued:

Effective:

Issued by J. L. Turner, President

The Cincinnati Gas & Electric Company
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. No. 1
Sheet No. 1.3
Cancels and Supersedes
Sheet No. 1.2
Page 4 of 6

TERM AND CONDITIONS (Contd.)

10. Prior to making attachments to the Company's poles, licensee shall furnish to the Company two copies of a certificate, from an insurance carrier acceptable to the Company, stating that policies of insurance have been issued by it to licensee providing for the insurance listed above and that such policies are in force. Such certificate shall state that the insurance carrier will give the Company 30 days prior written notice of any cancellation of or material change in such policies. The certificate shall also quote in full the agreements of indemnity set forth in the Agreement as evidence of the type of contractual liability coverage furnished. If such certificate recites that it is subject to any exceptions or exclusions contained in the policy or policies of insurance, such exceptions or exclusions shall be stated in full in such certificate, and the Company may, at its discretion, require licensee before starting work, to obtain policies of insurance which are not subject to any exceptions or exclusions which the Company finds objectionable.
11. The Company reserves the right, without liability to licensee or its subscribers, to discontinue the use of, remove, replace or change the location of any or all of the Company's poles, attachments or facilities regardless of any occupancy of the Company's poles by licensee, and licensee shall, at its sole cost and within 10 days after written notice by the Company make such changes in, including removal or transfer of, its attachments as shall be required by such action of the Company.
12. Licensee may at any time abandon the use of a jointly used pole hereunder by removing therefrom all of its attachments and by giving written notice thereof to the Company.
13. Licensee shall secure any right, license or permit from any governmental body, authority, or other person or persons which may be required for the construction or maintenance of attachments of licensee, at its expense. The Company does not guarantee any easements, rights-of-way or franchises for the construction and maintenance of such attachments. Licensee hereby agrees to indemnify and save harmless the Company from any and all claims, including the expenses incurred by the Company to defend itself against such claims, resulting from or arising out of the failure of licensee to secure such right, license, permit or easement for the construction or maintenance of such attachments on the Company's poles.
14. Electric service for power supplies of a licensee shall be supplied from the lines of the Company in a manner specified by the Company.
15. The Company shall have the right, from time to time during the term of the Agreement, to grant, by contract or otherwise, to others not parties to the Agreement, rights or privileges to use any poles covered by the Agreement, and the Company shall have the right to continue and extend any such rights or privileges heretofore granted. The attachment privileges granted hereunder shall at all times be subject thereto.

Filed pursuant to an Entry dated
Ohio.

in Case No.

before the Public Utilities Commission of

Issued:

Effective:

Issued by J. L. Turner, President

The Cincinnati Gas & Electric Company
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. No. 1
Sheet No. 1.3
Cancels and Supersedes
Sheet No. 1.2
Page 5 of 6

TERM AND CONDITIONS (Contd.)

16. Licensee shall furnish bond, as specified by the Company, to guarantee the performance of the obligations assumed by licensee under the terms of the Agreement not otherwise covered by the insurance required by paragraph 9. Such bond shall be submitted to the Company prior to licensee's making attachments to the Company's poles.
17. In case one party is obligated to perform certain work at its own expense and the parties mutually agree in writing that it is desirable for the other party to do such work, then such other party shall promptly do the work at the sole expense of the party originally obligated to perform the same. Bills for expense so incurred shall be due and payable within 30 days after presentation.
18. If licensee fails to comply with any of the provisions of the Agreement or defaults in the performance of any of its obligations under the Agreement and fails within 60 days after written notice from the Company to correct such default or non-compliance, the Company may, at its option, forthwith terminate the Agreement, or the specific permit or permits covering the poles and licensee's attachments to which such default or non-compliance is applicable, and remove attachments of licensee at licensee's expense, and no liability therefor shall be incurred by the Company because of such action.
19. The area covered by the Agreement is set forth on a map, attached to, and made a part of the Agreement. Such area may be extended or otherwise modified by a supplemental agreement mutually agreed upon and signed by the parties to an Agreement with a new map attached thereto showing the changed area to be thereafter covered by the Agreement. Such supplement shall be effective as of the date of final execution thereof and shall be attached to all executed copies of the Agreement.
20. If licensee does not exercise the rights herein granted within six months from the execution date of an agreement, the Agreement shall be void. The Agreement shall start as of the execution date thereof and shall continue for a period of one year and shall be self-renewing from year to year thereafter unless terminated by either party's giving to the other party written notice at least 60 days prior to the end of any yearly term. Licensee shall completely remove its attachments from the Company's poles on or prior to the termination date, unless a new agreement covering such poles has been executed by the parties hereto.
21. The Agreement shall be binding upon and inure to the benefit of the parties thereto, their respective successors and/or assigns, but licensee shall not assign, transfer or sublet any of the rights hereby granted or obligations hereby assumed without the prior written consent of the Company.

Filed pursuant to an Entry dated
Ohio.

in Case No.

before the Public Utilities Commission of

Issued:

Effective:

Issued by J. L. Turner, President

The Cincinnati Gas & Electric Company
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. No. 1
Sheet No. 1.3
Cancels and Supersedes
Sheet No. 1.2
Page 6 of 6

TERM AND CONDITIONS (Contd.)

22. The licensee may be required to pay a cash deposit to the Company in order to establish or re-establish credit in an amount not in excess of the total annual rental fees. After the licensee has established a reasonable credit record by paying the rental fees for two consecutive years within the time specified in the Agreement, the Company shall apply the deposit plus an accrued interest to the next annual rental fee amount which is due and payable with the next subsequent anniversary date. The Company shall pay interest thereon in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code.

SERVICE REGULATIONS

The supplying and billing for service, and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

Filed pursuant to an Entry dated _____ in Case No. _____ before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by J. L. Turner, President

The Cincinnati Gas & Electric Company
Transition Filing
Case No. 99-1658-EL-ETP

Schedule UNB-1
JPS

**Proposed Certified Supplier Tariff
P.U.C.O. No. 20**

The Cincinnati Gas & Electric Company

Certified Supplier Tariff

Company Office Location

139 East Fourth Street

Cincinnati, OH 45202

Issued:

Effective:

**Issued by
J. L. Turner - President
The Cincinnati Gas & Electric Company
139 East Fourth Street
Cincinnati, OH 45202**

**CERTIFIED SUPPLIER TARIFF
TABLE OF CONTENTS**

<u>Description</u>	<u>Tariff Sheet No.</u>
Definitions of Terms and Explanation of Abbreviations	20
SERVICE REGULATIONS:	
I. The Certified Supplier Tariff	30
II. Scope and Purpose of Tariff	31
III. Relationships Among Customer Choice Program Participants	32
IV. Company and Certified Supplier Obligations (General Terms)	33
V. Certified Supplier Enrollment and Participation Requirements	34
VI. Credit Requirements	35
VII. End-use Customer Enrollment Process	36
VIII. End-use Customer Inquiries and Requests for Information	37
IX. Metering Services and Obligations	38
X. Billing Services and Obligations	39
XI. End-use Customer Payment Processing and Collections	40
XII. Certified Supplier Billing Terms and Conditions	41
XIII. Load Profiling and Forecasting	42
XIV. Load Scheduling	43
XV. Energy Imbalance Service	44
XVI. Transmission Scheduling Agents	45
XVII. Confidentiality of Information	46
XVIII. Voluntary Withdrawal by a Certified Supplier from the Customer Choice Program	47
XIX. Liability	48
XX. Default, Suspension, and Termination of a Certified Supplier	49
XXI. Alternative Dispute Resolution	50
XXII. Miscellaneous	51

Filed pursuant to an Entry dated
Commission of Ohio.

in Case No.

before the Public Utilities

Issued:

Effective:

Issued by J. L. Turner, President

**Tariff
Sheet No.**

CHARGES:

Rate CS, Certified Supplier Charges.....	52
Rate CSMC, Certified Supplier Meter Service Charges	53
Rate ALAS, Assessment Levied Against Suppliers.....	54
Rate BUG, Certified Supplier Back-up Generation Charges	55

Filed pursuant to an Entry dated
Commission of Ohio.

in Case No.

before the Public Utilities

Issued:

Effective:

Issued by J. L. Turner, President

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

Ancillary Services – those services that are necessary to support the transmission of energy from generation resources to End-use Customer loads while maintaining reliable operation of the transmission provider's transmission system in accordance with Good Utility Practice. As used herein, Ancillary Services include, but are not limited to, Ancillary Services as defined by Order Nos. 888 and 888A issued by the FERC on April 24, 1996 and March 4, 1997, respectively.

Arrears - previous charges that are unpaid at the time the current bill is generated.

Authorized Payment Agency – a third party agent (bank, savings & loan, etc.) which has been authorized to collect payments on behalf of the Company.

Backcast – an after-the-fact recalculation of a Certified Supplier's hourly load obligation based upon actual weather and system load. This will be used to determine preliminary Energy Imbalance.

Billing Cycle – the time frame between two regularly scheduled meter readings. Bills for the Company's Regulated Utility Charges are rendered to End-use Customers in monthly intervals. End-use Customer meter readings are obtained in monthly intervals on a regular schedule, which is managed by the Company.

Certified Supplier – a person, corporation, broker, marketer, aggregator, generator or any other entity licensed by the P.U.C.O. to sell electricity to End-use Customers, utilizing the jurisdictional transmission and distribution facilities of a LDC and enrolled in the Company's Customer Choice Program.

Certified Supplier Service Agreement – an agreement that must be signed by both the Certified Supplier and the Company in order for the Certified Supplier to participate in the Company's Customer Choice Program, stating the rights and obligations of each party in the Company's Customer Choice Program.

Certified Supplier Services - those services that provide the interface and coordination between the Certified Supplier and the Company in order to effect the delivery of Competitive Retail Electric Service to serve End-use Customers located within the Company's service territory.

Certified Supplier Service Charges - all Charges stated in the Certified Supplier Tariff and attached rate schedules for those services rendered by the Company or its agent for Certified Supplier Services performed hereunder.

Certified Supplier Tariff – the Company's P.U.C.O. Electric No. 20.

Charge - any fee or charge that is billable by the Company or its agent to a Certified Supplier or TSA, under this Certified Supplier Tariff, including any Certified Supplier Service Charge or fees subject to the OATT.

Cinergy Control Area - that certain Control Area encompassing the franchised service territories of Cinergy Services.

Filed pursuant to an Entry dated
Commission of Ohio.

in Case No.

before the Public Utilities

Issued;

Effective:

Issued by J. L. Turner, President