

BUDGET BILLING PLAN AGREEMENT

ELIGIBILITY REQUIREMENTS

1. Existing electric service for residential customers. The appropriate residential rate will be applied to the budget billing payment as described in the budget billing agreement below. Any future changes to the applicable rate will be applied to the BUDGET BILLING PLAN.
2. Member must be current with their electric energy payments at the time of application.
3. Member must have at least 12 months of usage history at the requested budget billing service location and under the applicable residential rate.
4. Application period will be between April 1st and June 1st of each year.
5. Member must not be under a construction contract at the requested budget billing service location.

Having met the above requirements, I hereby request the BUDGET BILLING PLAN and agree to the following:

I shall pay monthly payments in an amount determined by dividing the total amount of my most recent 12 months usage at the requested location by the current calculation factor of 11. The calculation factor is subject to change by High Plains Power, Inc. as conditions warrant.

Said monthly payments shall be made for the following 11 successive months with the final, or 12-month payment, being a settlement amount equal to the difference between the total payments made during the prior 11 months and the actual amount due for the 12 month period ended. If the settlement amount is a credit balance, the amount will either be returned to me or credited to my account. If the settlement is a debit balance, the amount will be due and payable on the due date indicated on the settlement bill. If the debit balance exceeds the average monthly payment by \$20.00 or more, I may elect to pay the debit over a two month period with at least one-half (1/2) of the total debit being paid in the settlement month.

Normal collection procedures shall be applicable if I fail to pay any budget billing payment. If I fail to pay any budget billing amount, I shall be removed from the BUDGET BILLING PLAN, the entire outstanding amount of the account shall be due and payable along with all collection costs and reasonable attorney fees, and service may be terminated. If I am removed from the BUDGET BILLING PLAN for any reason, I will not be eligible to re-apply for the BUDGET BILLING PLAN again until the next application period, and only after all other plan requirements have again been met. If a credit balance exists upon termination of the BUDGET BILLING PLAN, the amount will either be returned by High Plains Power, Inc. or credited to my account.

If my meter is consumer read, I will provide High Plains Power, Inc. with an accurate meter reading each month. Failure to provide an accurate reading each month may result in termination of the BUDGET BILLING PLAN.

This agreement will remain in effect until notified by the member to cancel or by default of this agreement. The budget payment amount will be reviewed annually and adjusted if necessary based on the previous year's usage.

I agree to make payments of \$_____ by the due date posted on my bill each month for 11 consecutive months, beginning with May, 20____ bill and ending in March 20____ bill. The twelfth (12) month of April 20____ will be my settlement or clearing month.

Let it be known by all men that the undersigned party agrees to abide by and fulfill the obligation that is made and agreed to.

Account Number _____ Member _____

Signature(s) _____ Date _____

Account name _____

Date _____

Accepted for High Plains Power, Inc. by Employee _____

Date _____