RIDER 675
INTERRUPTIBLE INDUSTRIAL SERVICE RIDER

TO WHOM AVAILABLE

Available to Customers taking service under either Rate 632, Rate 633 or Rate 634 whose facilities are located adjacent to existing electric facilities having capacity sufficient to meet the Customer's requirements, subject to the conditions set forth in this Rider and the Company Rules. The total capacity to be made available under this Rider is limited to 500 MW and the total sum of demand credits available under this Rider shall not exceed $38,000,000 in any calendar year. If initial requests for capacity exceed the 500 MW cap, the priority of allocation will be first to existing interruptible customers and then the remaining capacity will be allocated on a pro rata share.

Customers shall contract for and specify an Interruptible Contract Demand of 1,000 kW or greater under this Rider. The Company shall not be obligated to supply interruptible capacity in excess of the Interruptible Contract Demand specified in the contract. Interruptible Contract Demand is the demand (kW) that the Customer intends to make available for Interruptions and/or Curtailments from one or more of Customer's premises taking service under Rate 632, Rate 633 or Rate 634. Customers electing service under this Rider shall specify a Firm Contract Demand that the Customer intends to exclude from Interruptions and Curtailments. The Firm Contract Demand amount shall be specified in the customer's agreement. The Interruptible Contract Demand shall not exceed the Rate 632, Rate 633 or Rate 634 Demand.

For Options A, B, and C, if Customer elects to provide Interruptible Contract Demand from more than one premise, customer shall indicate the Interruptible Contract Demand and Firm Contract Demand that applies in aggregate to its premises as well as by each premise or facility. In these instances, Company shall have the right to call Customer for the Interruptible Contract Demand quantity in aggregate from Customer, and Customer shall indicate from which facility or premise it will utilize to satisfy the obligations under this Rider.

Customers electing this rider shall be required to have the ability of Curtailment or Interruption at the stated notice by the Company and the provisions of service under this Rider to Customers shall also meet the applicable Load Modifying Resource requirements pursuant to MISO Tariff Module E or any successor. Customers electing this Rider shall provide information necessary to satisfy these requirements, including information demonstrating to Company's satisfaction that the Customer has the ability to reduce load to the level of curtailability and/or interruptibility for which they contract.

CHARACTER OF SERVICE

There are four options of interruptible service. The Customer shall contract for the interruptible option which shall remain in effect for the duration of the contract.

The Company shall dispatch customers for the Curtailments or Interruptions at its own discretion in accordance within the limitations specified under this Rider and the Company's General Rules and Regulations Applicable to Electric Service.

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CHARACTER OF SERVICE (continued)

Option A – Curtailments only

Curtailments shall be limited to the following:

1. No more than one (1) per day;
2. No more than four (4) hours per day;
3. No more than five (5) days during the summer (May – September).

The Company shall provide at least four (4) hours advanced notice before a Curtailment. This service will be billed as second through the meter.

Option B – Curtailment and Limited Interruptions

1. Customer will be subject to the Curtailments defined in Option A plus
2. Interruptions shall be limited as follows:
   a. No more than one (1) per day.
   b. No more than ten (10) consecutive hours.
   c. No more than 2 consecutive days.
   d. No more than three (3) in any seven (7) days of the week, and
   e. No more than 100 hours per rolling 365 days.

The Company shall provide at least four (4) hours advanced notice before an Interruption or Curtailment. Adjustments to the requested Interruptible demand may be increased with a minimum of four (4) hour notice during the Interruption. Once notice is given to a Customer, and Interruption of a minimum of at least four (4) consecutive hours in length will be deemed to have occurred for purposes of the above limits even if the Company subsequently provides a notice of cancellation of such Interruption. This service will be billed as second through the meter.

Option C – Curtailment and Interruptions

1. Customer will be subject to Curtailments unlimited as to quantity and duration plus
2. Interruptions shall be limited as follows:
   a. No more than one (1) per day,
   b. No more than 12 consecutive hours,
   c. No more than two (2) consecutive days,
   d. No more than three (3) in any seven (7) days of the week, and
   e. No more than 100 hours per rolling 365 days.

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The Company shall provide at least one (1) hour advanced notice before an Interruption or Curtailment. Adjustments to the requested Interruptible demand may be increased with a minimum of one (1) hour notice during the Interruption. Once notice is given to a Customer, an Interruption of a minimum of at least four (4) consecutive hours in length will be deemed to have occurred for purposes of the above limits even if the Company subsequently provides a notice of cancellation of such Interruption. This service will be billed as second through the meter.

Option D – Curtailment and Short notice Interruptions

1. Customer will be subject to Curtailments unlimited as to quantity and duration plus
2. Interruptions shall be limited as follows:
   a. No more than one (1) per day,
   b. No more than 12 consecutive hours,
   c. No more than three (3) consecutive days during weekdays (Monday – Friday), and
   d. No more than 200 hours per rolling 365 days.

The Company shall provide at least ten (10) minute advanced notice before an Interruption or Curtailment. Adjustments to the requested Interruptible demand may be increased with a minimum of ten (10) minutes notice during the Interruption. Once notice is given to a Customer, an Interruption of a minimum of at least four (4) consecutive hours in length will be deemed to have occurred for purposes of the above limits even if the Company subsequently provides a notice of cancellation of such Interruption. This service will be billed as first through the meter.

INTERRUPTIONS

Company may call an Interruption when the applicable real-time LMPs for the Company's load zone are reasonably forecasted by the Company to be in excess of the Company's current Commission-approved purchased power benchmark that is utilized to develop the Company's fuel cost charge under Rider 670. Company shall provide a good faith estimate of the duration of an Interruption based upon the information available to Company.

Customers may elect to buy-through an Interruption subject to the Energy rate provided in this Rider.

RATE

Demand Credit

Option A

Effective March 1, 2013:	$0.37 per kilowatt per Interruptible Billing Demand per month will be applied to the Rate 632, Rate 633 or Rate 634 bill.

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RATE

Demand Credit (continued)

Starting every subsequent June 1: The annual market price per kilowatt per month for capacity deliverable to the NIPSCO load zone as determined by the Company through an average of quotes taken from candidate bilateral counterparties in the wholesale market (or reasonably similar information available to Company) during the preceding October. All eligible Customers will be notified by the preceding November 15 of the new demand credit.

Option B

$6.00 per kilowatt per Interruptible Billing Demand per month will be applied to the Rate 632, Rate 633 or Rate 634 bill.

Option C

$8.00 per kilowatt per Interruptible Billing Demand per month will be applied to the Rate 632, Rate 633 or Rate 634 bill.

Option D

$9.00 per kilowatt per Interruptible Billing Demand per month will be applied to the Rate 632, Rate 633 or Rate 634 bill.

Energy

During Interruptions, all kilowatt hours used above the greater of either (i) the previous hour's integrated hourly demand immediately preceding notice less the amount of Interruption requested or (ii) specified Firm Contract Demand shall be subject to an energy charge equal to the Real-Time LMP for the Company's load zone plus a non-fuel energy charge as follows:

Rate 632:	$0.005702 per kilowatt hour
Rate 633:	$0.005108 per kilowatt hour
Rate 634:	$0.003009 per kilowatt hour.

Prior to 9 AM CST day-ahead, a Customer may elect in writing to Company to pay the Day-Ahead LMP for the Company's load zone in place of the Company's Real-Time LMP for the Company's load zone for any energy taken by the Customer pursuant to this Rider during any Interruptions that occur for that operating day.

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DETERMINATION OF INTERRUPTIBLE BILLING DEMAND

Interruptible billing demand shall be calculated as follows:

Options A, B & C

The lessor of:
(1) the Interruptible Contract Demand, or
(2) Billing demand of the either Rate 632, Rate 633 or Rate 634 less firm Contract Demand.

Option D

The lessor of:
(1) the Interruptible Contract Demand, or
(2) Billing demand of either Rate 632, Rate 633 or Rate 634.

The Customer's monthly Rate 632, Rate 633 or Rate 634 Billing Demand shall be calculated in accordance with Rate 632, Rate 633 or Rate 634.

The interruptible demand credit will not apply to Back-up, Maintenance or Temporary Service demands taken under Rider 676.

CUSTOMER'S FAILURE TO COMPLY WITH REQUESTED INTERRUPTIONS OR CURTAILMENT

A Customer is deemed to have failed to comply with a Curtailment or Interruption when the Customer's current integrated Demand, as measured by the meters installed by the Company, has not decreased to a level of the greater of either (i) the previous hour's integrated hourly demand immediately preceding notice less the amount of Curtailment or Interruption requested or (ii) specified Firm Contract Demand.

If a Customer fails to comply with a Curtailment, the Customer shall be immediately disqualified and removed from service under this Rider and shall not be eligible for this Rider for a period of three (3) years. In addition, a Customer failing to comply with a Curtailment shall be subject to the above energy charge during a Curtailment and, the Customer shall be liable for any charges and/or penalties from any outside agency(ies) or duly applicable organization including MISO, FERC and Reliability*First* Corporation for failure to comply with a Curtailment. Penalties and charges may be, but are not limited to, penalties associated with disqualification as a Load Modifying Resource.

For Interruptions, the only consequence of such compliance failure will be that the Customer will be deemed to have elected to buy-through its Interruption pursuant to the Energy charge under this Rider to the extent the Customer failed to interrupt its demand.

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GENERAL TERMS AND CONDITIONS OF SERVICE - CONTRACT

Any Customer requesting service under this rate shall enter into a written contract for an initial period of:

Option A: Not less than one (1) year.
Option B: Not less than three (3) years.
Option C: Not less than seven (7) years.
Option D: Not less than 10 years.

On or before December 15 of the last year of the written contract as specified above, the Customer shall inform Company if it will exercise its opportunity to contract for interruptible demand under the same interruptible option not to exceed the level of the current Interruptible Contract Demand.

Customers electing Options A, B, C or D under this Rider shall have the option once each year to modify its Interruptible Contract Demand by plus or minus 10 percent (10%), subject to the overall availability under this Rider and pro rata adjustment if requests exceed said availability. Customers shall notify NIPSCO by 5 PM CST on December 15 if they will be decreasing their Interruptible Contract Demand by up to 10% from their current contracted amount. Customers wishing to convert up to 10% of their current Interruptible Contract Demand to a different option shall release on a contingent basis up to 10% of their existing option by 5 PM CST on December 15 and request the new option by 5 PM CST on January 15. If the new option is granted at 100% of the Customer's request by the Company pursuant to the overall availability under this Rider, the Interruptible Contract Demand released by the Customer on a contingent basis shall be permanently released. If the new option is not granted at 100% of the Customer's request by the Company, the Interruptible Contract Demand released by a Customer on a contingent basis shall revert back to the Customer. Customer requests for additional Interruptible Contract Demand will be due by 5 PM CST on January 15. A Customer electing to modify its Interruptible Contract Demand shall also agree to make corresponding changes to its Firm Contract Demand, if necessary, as mutually agreed between Company and Customer, and other provisions in its contract impacted by such modification by no later than 5 PM CST on January 30. All new contracts under this Rider and those contracts modified as a result of this paragraph shall take effect on the following June 1 and extend through the applicable Planning Year of Module E of the MISO Tariff.

To the extent Customers electing Options B, C or D experience a material change in plant operations and provide Company at least 60 days' advance notice, the contract under this Rider, including the Interruptible Contract Demand and Firm Contract Demand, may be modified to accommodate such change upon mutual agreement of Customer and Company.

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GENERAL TERMS AND CONDITIONS OF SERVICE – CONTRACT (continued)

In such contract, it shall also be proper to include such provisions, if any, as may be agreed upon between the Company and the Customer with respect to special terms and conditions under which service is to be furnished hereunder, including but not limited to, amount of Contract Demand, voltage to be supplied, and facilities to be provided by each party in accordance with the Company Rules.

Notwithstanding the above, contracts under this Rider shall expire upon the date of Company's implementation of new electric basic rates and charges resulting from a general rate proceeding.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.