

**RATE 333
RATE FOR GAS SERVICE
INTERRUPTIBLE SERVICE**

No. 1 of 3 Sheets

TO WHOM AVAILABLE

This rate is available to any Commercial or Industrial Customer for gas service on an interruptible basis when in the judgment of the Company, its service facilities are adequate to render proper service to the Customer without impairing the quality of the Company's service to other customers.

Gas service under this rate shall only be available at the sole discretion of the Company and is cancelable by the Company at any time without notice.

Service hereunder is available only to Customers who enter into a written contract for such interruptible service and who can and will promptly curtail or cease the take of gas hereunder within the notice period provided for in the General Terms and Conditions of Service.

CHARACTER OF SERVICE

This rate applies to gas having a monthly average total heating value of approximately 1,000 British thermal units (Btu) per cubic foot.

RATE

Customer Charge
\$350.00 per month

Commodity Charge
39.07 cents per therm for the first 200,000 therms delivered in the month
30.48 cents per therm for all over 200,000 therms delivered in the month

CORRECTION OF METERED QUANTITIES FOR BILLING

For the purpose of billing under this schedule, a therm shall be one hundred cubic feet of gas at a temperature of 60° F, at an absolute pressure of 14.65 pounds per square inch, having an average total heating value equivalent to 100,000 British thermal units (Btu). Metered quantities of gas, corrected for temperature and pressure conditions, shall be adjusted for Btu content by multiplying by the average heating value per cubic foot of gas, as determined for the latest monthly period available, and dividing by 1,000.

DEFERRED PAYMENT

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, 10% of the amount of the bill; and to bills in excess of \$3.00 there shall be added 10% of the first \$3.00 plus 3% of the amount of the bill in excess of \$3.00.

RATE ADJUSTMENT

This rate is subject to the Gas Cost Adjustment stated in Appendix A - Sheet No. 22.

Issued Date

Issued By
Edmund A. Schroer
Chairman and President
Hammond, Indiana

Effective Date

January 9, 1991

January 7, 1991

RATE 333 (continued)
RATE FOR GAS SERVICE
INTERRUPTIBLE SERVICE

No. 2 of 3 Sheets

GENERAL TERMS AND CONDITIONS OF SERVICE

The Contract entered into between the Company and a Customer hereunder shall provide for a mutually acceptable initial term and extension thereof, if any.

Gas service furnished hereunder shall be measured by meters to be installed by the Company. When required by the Company, the Customer shall supply a fireproof building, or a fireproof room within a building, on the Customer's premises, in accordance with plans and specifications to be furnished by the Company. Such building or room is to house the meters, regulators and any other equipment to be installed by the Company for determining the amount of gas delivered to the Customer. Such building or room is to be well ventilated and provided by the Customer with electric light and such power as required by the Company for metering purposes.

Customers served hereunder shall assume the responsibility of providing for a supply of other fuels, if necessary, for use in the Customer's plant in the event the Company shall discontinue in whole or in part the supply of gas to said plant in accordance with the rights reserved by the Company so to do, subject to notice as hereinafter provided. The Customer shall furnish and install any and all equipment that may be necessary for the utilization of the gas by the Customer after it leaves the outlet of the Company's meter.

The rate or rates of delivery of gas purchased by any Customer hereunder and the pressure at which such gas is to be delivered shall be such as shall be agreed upon by the Company and the Customer and specified in the contract between them.

The Company shall notify the Customer of its intention to begin delivery of gas, to make any material changes in the rate of delivery of the gas delivered or to discontinue or resume the delivery of gas hereunder as far as is practicable in advance of, and in any event not less than thirty (30) minutes before, any such beginning of delivery, change in rate of delivery or discontinuance or resumption of delivery and, subject to the giving of such notice, shall have the right at any time and from time to time to make any such changes in rate of delivery of the gas delivered, or to begin delivery, to discontinue or to resume delivery. The Company shall not be liable for any loss of production or for any damages whatsoever by reason of any such curtailment or interruption of service, whether due to the lack of advance notice or otherwise.

It is contemplated that the supply of gas to the Customer will be curtailed or interrupted from time to time. The Company is supplying and will supply large volume gas on an interruptible basis under contracts with a limited number of parties and the Company will, so far as practicable, undertake to rotate or proportionately allocate among its interruptible Customers such interruptible gas as may be available.

Customer agrees, by taking service under this rate schedule, that it can and will promptly curtail or cease the take of gas hereunder within the above notice period.

Any quantity of gas taken during periods of curtailment when notified by the Company to curtail usage shall be subject to a penalty of \$1.00 per therm, except that the charge will be \$6.00 per therm during any period identified by the Company as a Critical Period, such penalty to be billed in addition to the rate charges and applicable adjustments provided for in the rate schedule.

Issued Date

Issued By
Gary L. Neale

Effective Date

December 12, 1996

Chairman, President and Chief Executive Officer
Hammond, Indiana

December 6, 1996

RATE 333 (continued)
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No. 3 of 3 Sheets

GENERAL TERMS AND CONDITIONS OF SERVICE (continued)

If the Customer shall fail to comply with or perform any of the terms and provisions on its part to be complied with or performed hereunder and if, after such failure, the Company shall give Customer written notice of Company's intention to cut off the supply of gas on account of such failure, then the Company shall have the right to cut off the supply at the expiration of five (5) days after the giving of said notice, unless within such five (5) days the Customer shall make good such failure. The cutting off the supply of gas for any such cause shall be a cumulative remedy as to the Company and shall not release the Customer from its obligation to make payment of any amount or amounts due or to become due from the Customer to the Company in accordance with the terms hereof.

DEFINITIONS

The term "**Critical Period**" shall be any time declared by the Company whenever any of the following conditions occurs or is anticipated to occur:

- (1) Any area of the Company's system is operating at or near design capacity which jeopardizes the operational integrity of all or a portion of the Company's system;
- (2) Failure or operational constraint of the Company's transmission, distribution, or gas storage facilities;
- (3) System pressure, affected by pipelines' delivery pressures or other unusual conditions, jeopardizes the operation of the Company's system;
- (4) The Company's transmission, storage, and supply resources are being used at or near their maximum rated deliverability;
- (5) The Company's pipeline transporters or suppliers issue or declare an Operational Flow Order (OFO) or the equivalent of a Critical Period.

The term "**Operational Flow Order**" is an order declared by a transporting pipeline that increases the otherwise normal charges for failure to comply with specific operational constraints.

Issued Date

December 12, 1996

Issued By

Gary L. Neale

Chairman, President and Chief Executive Officer
Hammond, Indiana

Effective Date

December 6, 1996