

RATE 832
RATE FOR ELECTRIC SERVICE
INDUSTRIAL POWER SERVICE

No. 1 of 13 Sheets

TO WHOM AVAILABLE

Available to INDUSTRIAL Customers whose plants are located adjacent to existing electric facilities having capacity sufficient to meet the Customer's requirements.

The Customer shall contract for a definite amount of electrical capacity which shall be not less than 3,000 kilowatts. The Company shall not be obligated to supply capacity in excess of that specified in the contract.

CHARACTER OF SERVICE

The Company will supply a primary metered transmission service to the extent of the capacity available from its electric supply lines, at such frequency, phase, regulation and voltage as it has available at the location where service is required.

The Customer, at its own expense, shall furnish, supply, install and maintain, beginning at the point of delivery all necessary equipment for transmitting, protecting, switching, transforming, converting, regulating, and utilizing said electric energy on the premises of the Customer.

The Customer will also supply in accordance with plans and specifications furnished by the Company and at a mutually agreed upon location on the Customer's property, suitable buildings, structures, and foundations to house and support the metering and any protecting, switching, relaying equipment that may be supplied by the Company.

If the Customer has 60 Hertz electric generating equipment, other than minor standby equipment for emergency use, the Customer may parallel its 60 Hertz system with the Company's 60 Hertz supply. The Customer shall so regulate its use of electric energy as not to cause excessive pulsations or fluctuations in the current or voltage in the Company's system.

RATE

Rates charged for service rendered under this schedule are based upon the measurement of electric energy at the voltage supplied to the Customer.

The electric service and energy supplied hereunder shall be billed under a two-part rate consisting of a Demand Charge plus an Energy Payment. Subject to the adjustments herein provided, said rate is as follows:

Demand Charge

\$15.78	per month per kilowatt for the first	50,000 kilowatts of Billing Demand
\$14.11	per month per kilowatt for all over	50,000 kilowatts of Billing Demand

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Optional Demand Charge

If the Customer does not have electric generating equipment, other than minor standby equipment for emergency use as approved by the Company, the Customer may elect the following optional demand charge.

\$14.52 per month per kilowatt for the first 50,000 kilowatts of Billing Demand

\$14.11 per month per kilowatt for all over 50,000 kilowatts of Billing Demand

The Customer may elect the optional demand charge by giving the Company not less than 30 days' prior written notice of its election setting forth in such notice the date on which they desire the optional demand charge to become effective. Once elected the optional demand charge shall continue for a period of not less than 36 months.

Energy Payment

37.073 mills per kilowatt hour for energy used per month for the first 660 hours of the Billing Demand for the month.

34.821 mills per kilowatt hour for energy used per month in excess of 660 hours of the billing Demand for the month.

RATE ADJUSTMENT

The above rates are subject to a Purchased Power Cost Adjustment Tracking Factor, in accordance with the Order of the Indiana Utility Regulatory Commission approved December 17, 1976, in Cause No. 34614. The Purchased Power Cost Adjustment Tracking Factor stated in Appendix A - Sheet No. 58 is applicable hereto and is issued and effective at the dates shown on Appendix A.

DETERMINATION OF DEMAND

The Customer's demand of electric energy supplied shall be determined for each half-hour interval of the month and said demand in kilowatts for each half-hour interval shall be two times the number of kilowatt hours recorded during each such half-hour interval. The phrase "half-hour interval" shall mean thirty (30) minute period beginning or ending on a numbered clock hour as indicated by the clock controlling the metering equipment.

DETERMINATION OF BILLING DEMAND

The Billing Demand for the month except during the Termination Period shall be the greatest of the following demands:

- (1) Seventy five percent (75%) of the greatest obligation to serve for the month.
- (2) The maximum half-hour demand registered for the month during the Peak Period.
- (3) The largest of the number of kilowatts determined by subtracting from the demand for each half-hour interval of the Off-Peak Period of the month the Surplus Capacity allotted for such half-hour interval.
- (4) Seventy five percent (75%) of the highest Billing Demand established in the immediately preceding eleven (11) months, adjusted, if the Company's obligation to serve is increased or decreased. Each time the Company's obligation to serve is increased or decreased, the highest Billing Demand established in the immediately preceding eleven (11) months shall be adjusted by a ratio of the Company's current obligation to serve the Company's obligation to serve in the month of the highest Billing Demand before multiplying by seventy five percent (75%).

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NORTHERN INDIANA PUBLIC SERVICE COMPANY

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DETERMINATION OF DEMAND CHARGE – TEMPORARY PERIOD

If the Customer, due to abnormal conditions such as breakdown of equipment or emergencies, desires to take from the Company for one or more temporary periods, capacity in excess of its normal requirements or in excess of the Company's obligation to serve and requests, in writing, an amount of capacity in excess of its normal requirements and the number of consecutive days said capacity will be needed, then the Company may by written notice elect the amount of capacity in excess of the Customer's normal requirements it is willing to accept as load on its system and the days said capacity will be available to the customer. Such additional capacity allotted the Customer hereunder shall not increase the Company's obligation over that specified in the contract between the Customer and the Company, and shall not relieve the Customer of the Excess Demand provisions of this rate.

The Demand Charge of the Customer for any month in which one or more Temporary Periods have been established shall be the lower of:

- (1) The Demand Charge determined as though no Temporary Period had been established, or
- (2) A two part Demand Charge consisting of (a) and (b) below, which shall be added.
 - (a) The higher of the following charges:
 - (i) The product of the applicable Demand Charge times the number of kilowatts as determined by applying the provisions of the Determination of Billing Demand to the demands created during the days of the billing month, not included in the Temporary Period, or
 - (ii) The product of the applicable Demand Charge times the number of kilowatts as determined by applying the provisions of the Determination of Billing Demand to the demands created during the days of the billing month included in the Temporary Period less the number of kilowatts allotted for the Temporary Period.
 - (b) A charge of \$0.58 per kilowatt multiplied by the number of calendar days in the Temporary Period so specified in the Company's notice, applicable to the lesser of the following number of kilowatts.
 - (i) The number of kilowatts allotted for the Temporary Period.
 - (ii) The number of kilowatts as determined by applying the provisions of the Determination of Billing Demand to the demands created during the days of the month included in the Temporary Period that exceeds the number of kilowatts as determined by applying the provisions of the Determination of Billing Demand to the demands created during the days of the month not included in the Temporary Period.

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DETERMINATION OF DEMAND CHARGE – TEMPORARY PERIOD (continued)

If the capacity allotted plus the usual requirements of the Customer is in excess of the Company's obligation and the Customer request in its said notice that the Company establish for the Temporary Period a lower percentage figure than the "Seventy Five Percent (75%)" amount as is stated in sub-paragraph (4) under Determination of Billing Demand, the Company may, by its written notice, elect to change the said "Seventy Five Percent (75%)" to a percentage figure equal to the said "Seventy Five Percent (75%)" times the ratio of the Company's maximum obligation to serve, to the total capacity that the Company may elect to accept as load on its system during such Temporary Period, and the Company shall state in such notice the lower amount (percentage) it so elects and the Temporary Period during which said lower amount shall be applicable.

Upon the expiration of the Temporary Period so stated in such notice given by the Company to the Customer, the Billing Demand provisions shall be restored applicable to succeeding periods, unmodified.

DETERMINATION OF LAGGING REACTIVE KILOVOLT AMPERES

The Customer's requirements in Lagging Reactive Kilovolt Amperes shall be determined for each half-hour interval of the month and shall be two times the number of Lagging Reactive Kilovolt Ampere Hours recorded during such half-hour interval. No effect whatsoever shall be given hereunder to Customer's leading Reactive Kilovolt Amperes, if any.

ADJUSTMENT FOR CUSTOMER'S PEAK PERIOD LAGGING REACTIVE KILOVOLT AMPERES

The number of Reactive Kilovolt Amperes shall be computed each month for a Power Factor of 85% lagging using as the basis of said computation the Customer's maximum kilowatt demand for the month during the Peak Period hours thereof.

If the Customer's Maximum Peak Period Requirement in Lagging Reactive Kilovolt Amperes for the month is greater than the number of Reactive Kilovolt Amperes at a Power Factor of 85% lagging, determined as above, an amount equal to the product of \$0.27 times said difference shall be added to the Customer's bill.

If the Customer's Maximum Peak Period Requirement in Lagging Reactive Kilovolt Amperes for the month is less than the number of Reactive Kilovolt Amperes at a Power Factor of 85% lagging, determined as above, an amount equal to the product of \$0.27 times said difference shall be deducted from the Customer's bill.

The Customer agrees to control and limit Maximum Off-Peak Period Requirement in Lagging Reactive Kilovolt Amperes so that, as related to the Maximum Off-Peak Period Kilowatt Demand, it shall not exceed in ratio or numerical proportion the ratio of the Maximum Peak Period Requirement in Lagging Reactive Kilovolt Amperes and the Maximum Peak Period Kilowatt Demand; except that if such Maximum Off-Peak Period Kilowatt Demand is less than the Maximum Peak Period Kilowatt Demand, the Customer's Maximum Off-Peak Period Requirement in Lagging Reactive Kilovolt Amperes may equal the Customer's Maximum Peak Period Requirement in Lagging Reactive Kilovolt Amperes.

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**ADJUSTMENT FOR CUSTOMER'S DEMAND AT THE TIME OF THE COMPANY'S SYSTEM
MAXIMUM**

If the Customer is not being billed under the Optional Demand Charge the following adjustment will be made for the Customer's demand at the time of the Company's System Maximum provided such System Maximum occurs during a Peak Period.

For the purpose of adjusting for the Customer's diminished requirements, if any, at the time of a Company's System Maximum (as such may occur after the commencement of service) hereinafter defined, as compared with the Customer's loads at other times, the Customer's "Demand Diversity Kilowatts" shall be determined and adjustment made therefor in the billing to the Customer as provided in this section but neither such determination nor such adjustment shall be made unless the Company's System Maximum occurs during a Peak Period.

Demand Diversity Kilowatts shall be determined as follows:

If the Customer's demand at the time of the most recent Company's System Maximum is less than the average of the half-hour kilowatt demands of the Customer (including the demands of the current monthly billing period) during the Peak-Period hours of the shorter of either (i) the twelve month period immediately preceding such System Maximum, or (ii) the period from the Commencement of service to such System Maximum, multiplied by 1.2.

The actual half-hour kilowatt demands of the Customer shall be subject to adjustment if the Company's obligation to serve is increased or decreased. Such actual demands shall be adjusted by a ratio of the Company's obligation to serve for the month in which the said System Maximum occurs to the Company's obligation to serve at the time of each half-hour kilowatt demand before said average of the half-hour kilowatt demands of the Customer is determined.

Then the Demand Diversity Kilowatts shall be the difference between the Customer's Demand at the time of the Company's System Maximum and the demand as determined above.

Demand Diversity Kilowatts so determined shall be applicable to each monthly billing period thereafter until there subsequently occurs a new Company's System Maximum, for which said Demand Diversity Kilowatts for such month in which a new Company's System Maximum occurs shall be determined, such determination shall be applicable to such month in which said new Company's System Maximum occurs and to each monthly period thereafter until there subsequently occurs a new Company's System Maximum and such method shall be repeated and continued throughout the term of the contract. For each month to which Demand Diversity Kilowatts are applicable, the Customer shall receive as a credit in the immediately following month, a sum equal to the applicable number of Demand Diversity Kilowatts at the following rate.

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**ADJUSTMENT FOR CUSTOMER'S DEMAND AT THE TIME OF THE COMPANY'S SYSTEM
MAXIMUM (continued)**

Demand Diversity Kilowatt Credit

\$4.86 per month per Demand Diversity kilowatt applicable to the month.

Each time the Company's obligation to serve is increased or decreased, the Demand Diversity Kilowatts in effect immediately prior to such increase or decrease shall be multiplied by the ratio of the Company's obligation to serve, after such increase or decrease, to the Company's obligation to serve immediately prior to such change, to establish the Demand Diversity Kilowatts applicable to the month in which such change occurs, and applicable thereafter until there occurs a new Company's System Maximum.

If at the end of any 36 month period immediately preceding a monthly billing period, a new and later Company's System Maximum in such preceding 36 months has not occurred, the credit for the 37th and subsequent months, and until a succeeding Company's System Maximum has again occurred, shall be at the applicable rate specified above reduced by fifty (50) percent.

Customer Load Information

The Customer shall cooperate with the Company by furnishing the Company in writing on or before the first day of August each year a statement of its estimates of the Customer's future load on the Company by months for a subsequent Period of thirty (30) months. Such statement shall include the estimated demand in the Company's System Maximum, the estimated demand in the Peak Period and the estimated kilowatt hour requirements of the Customer.

The Customer shall include with each such annual statement, and more often if changes occur, the plans of the Customer to increase or decrease its electrical generating or conversion equipment, or any major change by the Customer which will affect the Customer's load or load factor on the Company. The Customer shall also advise the Company when it plans to order such equipment, the estimated date construction shall begin, and the estimated date the equipment will be in service.

The Customer shall advise the Company in writing, of any change in the operation of its generating and conversion equipment which will affect the Customer's load on the Company as such changes occur.

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**ADJUSTMENT FOR CUSTOMER'S DEMAND AT THE TIME OF THE COMPANY'S SYSTEM
MAXIMUM (continued)**

Customer Load Information (continued)

The Customer's dispatcher shall cooperate with the Company's dispatcher by furnishing, from time to time, such load information and operating schedules which will enable the Company to plan its generating operations.

The accuracy of the information herein called for is not guaranteed by the Customer and reliance thereon shall be at the sole risk of the Company.

Company System Load Information

The Company shall cooperate with the Customer by furnishing, from time to time, the system total demand as it is normally available to enable the Customer to plan its operation. Data regarding the flow of energy at various major points in the Company's System is transmitted by microwave, wire, or other means, and is totaled by computer at the system dispatching office (SDO). The Company agrees to make available an output from the SDO computer which will provide the computer derived system total demand to a communication circuit provided by the Customer at the Company's SDO computer.

The transmission of data on system total demand from the SDO computer to the Customer shall be done at the Customer's sole risk and expense. The Company will assume no responsibility for errors of transmission or interference therewith.

In the event the Company adds, changes, relocates or modifies its metering, telemetering equipment, telemetering circuits, or SDO computer, and such additions, changes, relocations or modifications in any way affect the metering, signal equipment or the signal circuits located on the Customer's premises or the signal circuits between the SDO computer and the Customer's premises, such necessary changes shall be made by the Customer at its expense and coordinated with the Company's changes if the Customer desires to continue the receipt of the System total demand signal.

SURPLUS CAPACITY

The Company, at its option may make available from time to time to the Customer without any additional Demand Charge, "Surplus Capacity" that may be available in the generating, transmission, and distribution system of the Company used in serving the Customer. Such Surplus Capacity allotted by the Company will not exceed the number of kilowatts that the Customer requests and is ready, able, and willing to use, and when allotted, shall be available to the Customer only during the Off-Peak Period.

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SURPLUS CAPACITY (continued)

1. The Off-Peak Period shall be as follows:
The Company will by written notice select the periods of time to be included in the Off-Peak Period, which periods of time shall be not less than a total of nine (9) hours or more than a total of thirteen (13) hours during any weekday, Monday through Friday, not less than nine (9) hours on Saturday, and twenty-four (24) hours on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The periods of time so selected by the Company shall be such that at no time shall a period of time be less than six (6) consecutive hours in duration.
2. The quantity of Surplus Capacity available to the Customer shall be allotted as follows:
The quantity of Surplus Capacity allotted to the Customer by the Company and the hours to be included in the Off-Peak Period will be by written notice to the Customer from the Company, and will be available to the Customer for the period of time specified, but not in excess of three calendar months. The Company may, from time to time, upon not less than 4 hours' notice reduce or withdraw in entirety, the quantity of Surplus Capacity allotted in the Off-Peak Period of any day or days.
3. The "Peak Period" shall mean all time not included in the Off-Peak Period.

ADJUSTMENT OF CHARGES FOR COST OF FUEL

The above charges shall be adjusted for cost of fuel in accordance with the formula set forth in Rule 39 of the accompanying Rules and Regulations. See Appendix B – Sheet No. 59 for applicable Fuel Cost Charge.

CUSTOMER CREDIT ADJUSTMENT FACTOR

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR

The above rates are subject to an Environmental Cost Recovery Mechanism Factor set forth in Rule 47 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Cost Recovery Mechanism Factor stated in Appendix D, Sheet No. 59B, is applicable hereto and is issued and effective at the dates shown on Appendix D.

ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR

The above rates are subject to an Environmental Expense Recovery Mechanism Factor set forth in Rule 48 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Expense Recovery Mechanism Factor stated in Appendix E, Sheet No. 59C, is applicable hereto and is issued and effective at the dates shown on Appendix E.

DEMAND SIDE MANAGEMENT FACTOR

The above rates are subject to a Demand Side Management factor set forth in Rule 52 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Regulatory Commission approved May 25, 2011 in Cause No. 43618. The Demand Side Management Factor stated in Appendix G, Sheet No. 59E is applicable hereto and is issued and effective at the date shown on Appendix G.

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ADJUSTMENT FOR LOAD FACTOR

If the Customer elects and is being billed under the Optional Demand Charge the following adjustment for load factor shall apply.

If the energy in kilowatt hours for any month is less than the product of 365 multiplied by the number of kilowatts constituting the Billing Demand for that month, then there shall be added to the Energy Payment one mill per kilowatt hour for such deficiency in kilowatt hours.

ADJUSTMENT FOR TAXES

The Customer shall be billed for any increase or decrease in the Indiana Gross Income Tax from the base of 1.15% which applies to the net bill.

When the Indiana Supplemental Corporate Income Tax Rate is increased or decreased from the present base of 4%, the kilowatt demand charge shall be likewise increased or decreased by 1 cent per kilowatt for each ½% change in the tax rate.

COMPANY SYSTEM MAXIMUM

The hourly system total demand during a peak period that exceeds the most recent Company System Maximum by at least 10,000 KW, and excluding interruptible demand being served is defined as the Company System Maximum.

The system total demand will be communicated to the Customer; however, if at the time of a potential new Company System Maximum, no data is available, a Company System Maximum may be established and confirmed by the Company using the best alternate data.

The above provisions that would establish a new Company System Maximum are suspended indefinitely.

If the Customer exceeds at any time the demand that the Company is obligated to serve and such excess demand is taken during the time of the Company's System Maximum, the Customer shall in addition to the Demand Charge specified on sheet 1 or 2 of this rate schedule, pay in each subsequent month for the amount of kilowatts that the excess demand contributes to the Company's System Maximum, at the rate of \$8.26 per kilowatt applicable hereunder to each respective billing month, and such payment shall continue until a new System Maximum is established, and if at the time such new System Maximum is established the Customer's demand again exceeds the Company's obligation to serve, the Customer shall thereafter pay on such latest excess, until a new System Maximum is established, and during which new System Maximum the Customer has not taken a demand in excess of the Company's obligation to serve. Obligations to make payments hereunder shall continue after the termination date of any contract for service but not longer than five years thereafter.

GENERAL TERMS AND CONDITIONS OF SERVICE

1. Contract

Contracts under this rate schedule shall be made for a term of years to be agreed upon between the Company and the Customer taking into consideration the size of the load, the location of the load, and the amount of facilities to be furnished by the Company in serving the load.

In such contract it shall 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 electrical capacity to be supplied, voltage to be supplied, facilities to be provided by each party

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GENERAL TERMS AND CONDITIONS OF SERVICE (continued)

1. Contract (continued)

and provisions for a termination period of a definite number of years. The termination period shall be the number of years agreed upon by the Company and the Customer during which the obligation of the Company to serve will be reduced.

The provisions of this rate shall supersede any provisions of contracts which conflict with this rate except such contractual provision, if any, relating to special conditions of service.

2. Interruption or Curtailment of Service.

The Demand Charges will not be reduced for any billing month because of any interruption, suspension, reduction or curtailment of the delivery of electric energy, except in the event it shall be due to, occasioned by, or in consequence of a default of the Company, a strike or strikes of employees or workmen of the Company, differences between the Company and its employees or workmen, inability of the Company to secure cars, coal, fuel or other material, supplies or equipment, breakage or failure of the Company's machinery, generating equipment, electrical lines or equipment, federal, state or other governmental laws, orders, decrees, restraints or regulations, when in any such event, the Demand Charge shall be reduced for such billing month in an amount determined as follows:

- (a) With respect to reductions or curtailments of the delivery of electric energy below the Billing Demand established during the immediately preceding billing month, in the proportion that the reduction or curtailment in kilowatts multiplied by the number of hours such reduction or curtailment was in force, bears to the Billing Demand established during the immediately preceding billing month multiplied by the number of hours in the billing month, but excluding reductions or curtailments during such month not aggregating more than eight (8) hours in length; and
- (b) With respect to interruptions and suspensions of the delivery of electric energy, in the proportion that the length of time of all such service interruptions and suspensions during the billing month bears to the total number of hours in the billing month, but excluding interruptions during such month not aggregating more than (8) hours in length, and also excluding scheduled interruptions.

The Company reserves the right to interrupt service at any time when necessary to make emergency repairs. For the purpose of making other than emergency repairs or extensions to its lines, the Company reserves the right to cut off the Customer's supply of electric energy for eight (8) consecutive hours on any Sunday, or such other day or days as may be agreed to by the Customer and the Company, provided ten days' (240 hours') notification previous to the hour of cut-off is given the Customer of such intention, such interruptions being scheduled interruptions referred to above.

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GENERAL TERMS AND CONDITIONS OF SERVICE (continued)

3. Metering

The electric energy to be used under the terms of this schedule shall be measured at the delivery voltage as to maximum demand, use of electric energy and power factor determination through meters to be located in a building or buildings approved by the Company, and furnished by the Customer on the Customer's premises. The Company shall own, furnish and install the necessary metering equipment. All bills, other than bills for the minimum payments, shall be calculated upon the registration of these meters. The meters installed on the Customer's premises, by the Company under this schedule, shall remain the property of the Company and shall be safely kept and protected by the Customer.

The Company shall, at all times, have the right to inspect and test meters, and if found to be defective or inaccurate, to repair or replace them at its option; provided that notice shall be given to the Customer before testing the meters so that the Customer may have its representative present if desired. Any meter tested and found to be not more than one (1) percent inaccurate shall be considered accurate and correct but shall be adjusted to be as nearly correct as possible. If, as a result of any test hereunder, any meter shall be found inaccurate or incorrect in excess of one (1) percent, such meter shall be adjusted to be as nearly correct as possible, and the reading of such meter previously taken shall be corrected to the percentage of inaccuracy so found, but no such correction shall, without the consent of both parties, extend back beyond one-half of the period between the date of such test and the date of the last prior test showing the meter to be within one (1) percent accurate, nor more than forty-five (45) days, whichever is shorter. The Company shall repair or replace a defective or inaccurate meter within a reasonable time after discovery of such defect or inaccuracy. During the time there is no meter in service or the meter in service is not registering, it shall be assumed that the energy consumed is the same as the daily average for the most recent period of similar operation with respect to usage of energy preceding the time the meter is out of service. The Customer shall also have the right to require a test of meters at reasonable intervals upon giving notice of its desire to have such test made by the Company.

The properly authorized agents of the Company, displaying the official badge of the Company, shall at all hours have access to said premises for the purpose of examining, repairing, or removing its meters and other property, and delivering notices hereunder, and no one who is not an agent of the Company shall be permitted to handle, remove, or tamper with the same, except in an emergency.

In order that only duly qualified agents of the Company may have access to the Company's equipment on the Customer's property, the Company from time to time shall furnish the Customer with a list of the names of the employees or name of the crew foreman, so that the gatekeeper of the Customer will immediately pass those employees so certified.

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GENERAL TERMS AND CONDITIONS OF SERVICE (continued)

4. Additional Load

The Customer shall notify the Company in writing of any substantial additions or alterations in the equipment to be supplied with electric energy by the Company, and such additions or alterations shall not be connected to the system supplied with electric energy by the Company until such notice shall have been given by the Customer and received by the Company.

5. Resale

No energy sold by the Company to the Customer hereunder shall be resold by it or supplied to any other person or corporation without the written consent of the Company.

6. Discontinuance of Service

The Company shall have the right to cut off and discontinue the supply of electric energy and remove its metering equipment and other property when any bill is in arrears, overdue or in default, or upon violation by the Customer of any of the terms or conditions of the contract.

7. Rules and Regulations

The Company's General Rules and Regulations Applicable to Electric Service are applicable to service supplied hereunder.

8. Force Majeure

The Company will use reasonable diligence to provide a regular and uninterrupted supply of electric energy but does not guarantee such supply. Neither the Company nor the Customer shall be liable to the other for damages caused by the interruption, suspension, reduction or curtailment of the delivery of electric energy hereunder due to, occasioned by or in consequence of, any of the following causes or contingencies, viz: acts of God, the elements, storms, hurricanes, tornadoes, cyclones, sleet, floods, lightning, earthquakes, landslides, washouts or other revulsions of nature, epidemics, accidents, fires, collisions, explosions, strikes, lockouts, differences with workmen or other industrial disturbances, vandalism, sabotage, riots, inability to secure cars, coal, fuel, or other materials, supplies or equipment, breakage or failure of machinery, generating equipment, electrical lines or equipment, wars, insurrections, blockades, acts of the public enemy, arrests and restraints of rulers and people, civil disturbances, federal, state or other governmental laws, orders, decrees, restraints or regulations, and any other causes or contingencies not within the control of the party whose performance is interfered with, whether of the kind herein enumerated or otherwise.

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GENERAL TERMS AND CONDITIONS OF SERVICE (continued)

8. Force Majeure (continued)

Settlement of strikes and lockouts shall be wholly within the discretion of the party having the difficulty. Such causes or contingencies affecting performance shall not relieve the Company or Customer of liability in the event of its concurring negligence or in the event of failure of either to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies or any thereof relieve either from its obligation to pay amounts due hereunder or to pay Demand Charges or Minimum Bills accruing during such interruption or suspension of service, except as provided in Section 2 above.

WHERE AVAILABLE

ALL TERRITORY FURNISHED ELECTRIC SERVICE.

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