

NORTHERN INDIANA PUBLIC SERVICE COMPANY

IURC GAS SERVICE TARIFF

ORIGINAL VOLUME NO. 7

SCHEDULE OF RATES APPLICABLE TO GAS SERVICE

IN

CITIES, TOWNS AND UNINCORPORATED COMMUNITIES

LISTED ON SHEET NOS. 3, 4, 5, 6, 7 AND 8

Effective 7/1/2011



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**INDEX OF CITIES, TOWNS AND UNINCORPORATED
COMMUNITIES FURNISHED GAS SERVICE***

Location	County	Zone		Location	County	Zone
Aboite	Allen	B		Bunker Hill	Miami	A
Adams Lake	LaGrange	D		Burket	Kosciusko	A
Adamsboro	Cass	A		Burlington	Carroll	B
Ade	Newton	A		Burnettsville	White	A
Ainsworth	Lake	A		Burns Harbor	Porter	A
Akron	Fulton	A		Burr Oak	Marshall	A
Albion	Noble	E		Burrows	Carroll	A
Aldine	Starke	A		Butler	DeKalb	E
Angola	Steuben	D		Byron	LaPorte	A
Arcola	Allen	B		Camden	Carroll	A
Ardmore	St. Joseph	A		Cedar Lake	Lake	A
Argos	Marshall	A		Ceylon	Adams	C
Ashley	DeKalb	D		Chalmers	White	A
Athens	Fulton	A		Chapman Lake	Kosciusko	A
Atwood	Kosciusko	A		Chase	Benton	A
Auburn	DeKalb	E		Chesterton	Porter	A
Avilla	Noble	E		Chili	Miami	A
Barbee Lakes	Kosciusko	A		Churubusco	Whitley	B
Bass Lake	Starke	A		Claypool	Kosciusko	A
Battle Ground	Tippecanoe	A		Clear Lake	Steuben	D
Beardstown	Pulaski	A		Clunette	Kosciusko	A
Benton	Elkhart	A		Clymers	Cass	A
Berne	Adams	C		Coesse	Whitley	B
Beverly Shores	Porter	A		Collamer	Whitley	B
Big Long Lake	LaGrange	D		Columbia City	Whitley	B
Blue Lake	Whitley	B		Corunna	DeKalb	E
Bluffton	Wells	B		Craigville	Wells	B
Boone Grove	Porter	A		Cromwell	Noble	A
Boswell	Benton	A		Crooked Lake	Steuben	D
Bourbon	Marshall	A		Crown Point	Lake	A
Bremen	Marshall	A		Crumstown	St. Joseph	A
Bringham	Carroll	A		Crystal Lake	Kosciusko	A
Bristol	Elkhart	A		Culver	Marshall	A
Brook	Newton	A		Cutler	Carroll	A
Brookston	White	A		Decatur	Adams	B
Bruce Lake	Fulton	A		Deep River	Lake	A
Brunswick	Lake	A		DeLong	Fulton	A
Buffalo	White	A		Delphi	Carroll	A

* Rural territory adjacent to each community is in same zone.

Effective 7/1/2011



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COMMUNITIES FURNISHED GAS SERVICE***

Location	County	Zone		Location	County	Zone
DeMotte	Jasper	A		Grabill	Allen	B
Denham	Pulaski	A		Granger	St. Joseph	A
Denver	Miami	A		Grass Creek	Fulton	A
Dewart Lake	Kosciusko	A		Greentown	Howard	B
Dixon Lake	Marshall	A		Griffith	Lake	A
Donaldson	Marshall	A		Grisson AFB	Miami	A
Door Village	LaPorte	A		Grovertown	Starke	A
Dune Acres	Porter	A		Hamilton	Steuben	E
Duneland Beach	LaPorte	A		Hamilton	DeKalb	E
Dunfee	Whitley	B		Hamlet	Starke	A
Dunlap	Elkhart	A		Hammond	Lake	A
Dyer	Lake	A		Hanna	LaPorte	A
Earl Park	Benton	A		Harlan	Allen	B
East Chicago	Lake	A		Hebron	Porter	A
Elkhart	Elkhart	A		Helmer	DeKalb	D
Emma	LaGrange	A		Helmer	Steuben	D
Etna Green	Kosciusko	A		Hemlock	Howard	B
Fair Oaks	Jasper	A		Hessen Cassel	Allen	B
Fish Lake	LaPorte	A		Hibbard	Marshall	A
Flint Lake	Porter	A		Highland	Lake	A
Flora	Carroll	A		Hill Lake	Kosciusko	A
Foraker	Elkhart	A		Hoaglan	Allen	B
Foresman	Benton	A		Hobart	Lake	A
Foresman	Newton	A		Hoffman Lake	Kosciusko	A
Forest	Clinton	B		Howe	LaGrange	D
Fort Wayne	Allen	B		Hudson	DeKalb	D
Fowler	Benton	A		Hudson	Steuben	D
Francesville	Pulaski	A		Hudson Lake	LaPorte	A
Freeman Lake	Carroll	A		Huntertown	Allen	B
Fremont	Steuben	D		Huntington	Huntington	B
Fulton	Fulton	A		Idaville	White	A
Garrett	DeKalb	E		Ijamsville	Wabash	A
Gary	Lake	A		Independence Hill	Lake	A
Galveston	Cass	B		Indiana Village	St. Joseph	A
Geneva	Adams	C		Inwood	Marshall	A
Gilead	Miami	A		Jimtown	Elkhart	A
Goodland	Newton	A		Kendallville	Noble	E
Goshen	Elkhart	A		Kentland	Newton	A

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Location	County	Zone		Location	County	Zone
Kersey	Jasper	A		Liberty Mills	Wabash	A
Kewanna	Fulton	A		Ligonier	Noble	A
Kingsbury	LaPorte	A		Logansport	Cass	A
Kingsford Heights	LaPorte	A		Long Beach	LaPorte	A
Kingsland	Wells	B		Long Lake	Porter	A
Knox	Starke	A		Long Lake	Wabash	A
Kokomo	Howard	B		Lowell	Lake	A
Koontz Lake	Starke	A		Lucerne	Cass	A
Kouts	Porter	A		Lydick	St. Joseph	A
La Crosse	LaPorte	A		Macy	Miami	A
La Porte	LaPorte	A		Magley	Adams	B
LaGrange	LaGrange	D		Malden	Porter	A
Lagro	Wabash	A		Markle	Wells	B
Lake Dalecarlia	Lake	A		Meadow Acres	Kosciusko	A
Lake Eliza	Porter	A		Medaryville	Pulaski	A
Lake Gage	Steuben	D		Mentone	Kosciusko	A
Lake George	Steuben	D		Merrillville	Lake	A
Lake James	Steuben	D		Mexico	Miami	A
Lake Manitou	Fulton	A		Miami	Miami	B
Lake Maxinkuckee	Marshall	A		Michiana Shores	LaPorte	A
Lake of Silver Lake	Kosciusko	A		Michigan City	LaPorte	A
Lake of the Woods	Marshall	A		Michigantown	Clinton	B
Lake of the Woods	LaGrange	D		Middlebury	Elkhart	A
Lake of the Woods	Steuben	D		Milford	Kosciusko	A
Lake Station	Lake	A		Mill Creek	LaPorte	A
Lake Village	Newton	A		Millersburg	Elkhart	A
Laketon	Wabash	A		Mishawaka	St. Joseph	A
Lakeville	St. Joseph	A		Mongo	LaGrange	D
Laotto	Noble	B		Monmouth	Adams	B
LaPaz	Marshall	A		Monon	White	A
Larwill	Whitley	B		Monroe	Adams	C
Laud	Whitley	B		Monroeville	Allen	B
Lawrence Lake	Marshall	A		Monterey	Pulaski	A
Leesburg	Kosciusko	A		Monticello	White	A
Leiters Ford	Fulton	A		Morocco	Newton	A
Leo	Allen	B		Mount Ayr	Newton	A
Leroy	Lake	A		Munster	Lake	A
Lewisburg	Cass	A		Myers Lake	Marshall	A

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Location	County	Zone		Location	County	Zone
Nappanee	Elkhart	A		Pinhook	LaPorte	A
New Carlisle	St. Joseph	A		Pinola	LaPorte	A
New Chicago	Lake	A		Pittsburg	Carroll	A
New Elliott	Lake	A		Pleasant Lake	Steuben	D
New Haven	Allen	B		Pleasant Ridge	Jasper	A
New Paris	Elkhart	A		Plymouth	Marshall	A
New Waverly	Cass	A		Portage	Porter	A
North Judson	Starke	A		Porter	Porter	A
North Liberty	St. Joseph	A		Pottawattamie Park	LaPorte	A
North Manchester	Wabash	A		Preble	Adams	B
North Webster	Kosciusko	A		Pretty Lake	LaGrange	D
Norway	White	A		Pretty Lake	Marshall	A
Notre Dame	St. Joseph	A		Raber	Whitley	B
Nyona Lake	Fulton	A		Radnor	Carroll	A
Oak Grove	Starke	A		Remington	Jasper	A
Oakford	Howard	B		Rensselaer	Jasper	A
Ober	Starke	A		Rexville	Lake	A
Ockley	Carroll	A		Reynolds	White	A
Ogden Dunes	Porter	A		Rich Valley	Wabash	A
Onward	Cass	A		Riverdale	Elkhart	A
Orland	Steuben	D		Roann	Wabash	A
Osceola	St. Joseph	A		Roanoke	Huntington	B
Ossian	Wells	B		Rochester	Fulton	A
Oswego	Kosciusko	A		Rockfield	Carroll	A
Otis	LaPorte	A		Rolling Prairie	LaPorte	A
Otterbein	Benton	A		Rome City	Noble	D
Otterbein	Tippecanoe	A		Roseland	St. Joseph	A
Owasco	Carroll	A		Roselawn	Newton	A
Oxford	Benton	A		Ross	Lake	A
Palestine	Kosciusko	A		Rossville	Clinton	A
Palmer	Lake	A		Royal Center	Cass	A
Patton	Carroll	A		Russiaville	Howard	B
Peabody	Whitley	B		Saugany Lake	LaPorte	A
Peru	Miami	A		Saint Joe	DeKalb	B
Peterson	Adams	B		Salem Heights	LaPorte	A
Piercetown	Kosciusko	A		San Pierre	Starke	A
Pine Village	Warren	A		Schererville	Lake	A
Pines	Porter	A		Schneider	Lake	A

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Location	County	Zone		Location	County	Zone
Servia	Wabash	A		Twin Lakes	LaGrange	D
Shafer Lake	White	A		Twin Lakes	Marshall	A
Sharpsville	Tipton	B		Tyner	Marshall	A
Shelby	Lake	A		Union Center	LaPorte	A
Shipshewana	LaGrange	A		Union Mills	LaPorte	A
Shipshewana Lake	LaGrange	A		Uniondale	Wells	B
Shoe Lake	Kosciusko	A		Urbana	Wabash	A
Silver Lake	Kosciusko	A		Valparaiso	Porter	A
Smithson	White	A		Wabash	Wabash	A
South Bend	St. Joseph	A		Wahob Lake	Porter	A
South Haven	Porter	A		Wakarusa	Elkhart	A
South Milford	LaGrange	D		Walkerton	St. Joseph	A
South Whitley	Whitley	B		Wall Lake	LaGrange	D
Speicherville	Wabash	A		Wall Lake	Steuben	D
Spencerville	Allen	B		Walton	Cass	A
Springville	LaPorte	A		Wanatah	LaPorte	A
St. John	Lake	A		Warsaw	Kosciusko	A
Star City	Pulaski	A		Waterford	LaPorte	A
Stillwell	LaPorte	A		Waterford Mills	Elkhart	A
Stroh	LaGrange	D		Waterloo	DeKalb	E
Sumava Resorts	Newton	A		Wawasee	Kosciusko	A
Swanington	Benton	A		Webster Lake	Kosciusko	A
Syracuse	Kosciusko	A		Wellsboro	LaPorte	A
Talma	Fulton	A		West Middleton	Howard	B
Teegarden	Marshall	A		Westville	LaPorte	A
Templeton	Benton	A		Wheatfield	Jasper	A
Thayer	Newton	A		Wheeler	Porter	A
Thornhope	Pulaski	A		Whiting	Lake	A
Tippecanoe	Marshall	A		Witmer Lake	LaGrange	D
Tippecanoe Lake	Kosciusko	A		Williams	Adams	B
Tipton	Tipton	B		Windfall	Tipton	B
Tocsin	Wells	B		Winamac	Pulaski	A
Topeka	LaGrange	A		Winona Lake	Kosciusko	A
Toto	Starke	A		Wolcott	White	A
Tracy	LaPorte	A		Wolcottville	LaGrange	D
Trail Creek	LaPorte	A		Wolcottville	Noble	D
Treaty	Wabash	A		Woodburn	Allen	B
Tri-Lakes	Whitley	B		Woodland	St. Joseph	A

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**INDEX OF CITIES, TOWNS AND UNINCORPORATED
COMMUNITIES FURNISHED GAS SERVICE***

Location	County	Zone		Location	County	Zone
Woodville	Porter	A		Yoder	Allen	B
Wyatt	St. Joseph	A		Young America	Cass	A
Yellow Creek Lake	Kosciusko	A		Zanesville	Allen	B
Yeoman	Carroll	A				

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GENERAL RULES AND REGULATIONS
Applicable to Gas Service

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GENERAL RULES AND REGULATIONS
Applicable to Gas Service

1. DEFINITIONS

Unless otherwise specified in the Rate Schedule, the following terms shall have the meanings defined below when used in this Tariff for Gas Service:

- 1.1 Annual Usage. Customer's actual total gas usage for the most recent twelve consecutive billing months, or Company's estimate of Customer's total gas usage for the next twelve consecutive billing months if actual usage information is not available.
- 1.2 Applicant. Any new customer requesting a new or current customer changing existing Rate schedules.
- 1.3 Average Daily Usage. Average Daily Usage as used in Service Priority Classes II, III and IV shall mean the quantity of gas used in the Company's Peak Month in the prior year divided by the number of days in that month.
- 1.4 Bill. An itemized list or statement of fees and charges for gas service. A Bill may be rendered by mail or by electronic means.
- 1.5 Billing Demand. That Demand, stated in Therms, upon which the Demand Charge in the Customer's Bill is determined in any given month.
- 1.6 Billing Period. The Billing Period is defined as the period for which a Customer has been billed. The Billing Period is the duration from the Bill's start date to the Bill's end date.
- 1.7 British Thermal Unit (Btu). The average amount of heat necessary to increase the temperature of one pound of water by 1 degree Fahrenheit in the temperature range of 32 degrees to 212 degrees Fahrenheit at 14.73 pounds per square inch absolute pressure.
- 1.8 Burner Tip. The point of commodity transfer between the Company and the Customer.
- 1.9 Cash-out. The monetary settlement of over-delivery and under-delivery gas imbalances between the Company and Pool Operators or Transportation Customers.
- 1.10 Ccf. One hundred cubic feet, a measurement of the quantity of gas at standard conditions.
- 1.11 Commercial Customer. Any customer primarily engaged in wholesale or retail trade and services, any local, state and federal government agency and any Customer not covered by another classification.
- 1.12 Commission. Indiana Utility Regulatory Commission (IURC) or its successor.
- 1.13 Commodity Charge. The portion of a Customer's Bill based on the Customer's energy consumption, in Therms, under the applicable Rate Schedule.

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GENERAL RULES AND REGULATIONS
Applicable to Gas Service

1. DEFINITIONS (continued)

- 1.14 Company. Northern Indiana Public Service Company.
- 1.15 Contract Obligation. The quantity of gas as specified in the contract between the Company and the Customer as of the commencement of a Curtailment.
- 1.16 Contract Year. Twelve consecutive months used in the application of Rate Schedules.
- 1.17 Curtailment. The reduction of a Customer's delivery at the request of the Company pursuant to the Rules.
- 1.18 Customer. Any person, firm, corporation, municipality, or other government agency which has agreed orally or otherwise, to pay for gas service received from a public utility.
- 1.19 Customer Charge. The dollar amount set forth in each Rate Schedule.
- 1.20 Delinquent Bill. A Customer Bill that has remained unpaid for the period set forth in the IURC Rules (170 IAC 5-1-13).
- 1.21 Demand. The daily average of the quantity of gas used by the Customer for the Billing Period that the Company's Peak Day occurs. It is calculated by taking the Customer's total quantity of gas that is delivered in the Billing Period that the Peak Day occurs and dividing by the number of days in that Billing Period.
- 1.22 Demand Charge. The portion of a Customer's Bill based on the Customer's Demand and calculated on the Billing Demand under the applicable Rate Schedule.
- 1.23 Disconnection. The termination or discontinuance of gas service.
- 1.24 Distribution Charge. The portion of a Customer's Bill based on the Customer's per unit Therm consumption under the applicable Rate Schedule.
- 1.25 Dekatherm (Dth). A unit of energy equal to ten (10) Therms or one million Btu.
- 1.26 Dwelling Unit. A residential living quarter.
- 1.27 Feed Stock Gas. Natural gas used as a raw material for its chemical property in creating a product.
- 1.28 FERC. Federal Energy Regulatory Commission or its successor.
- 1.29 Gas Cost Adjustment (GCA). The gas cost recovery process approved for the Company through various Commission orders.
- 1.30 General Service. Service provided to a Non-Residential Customer.

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GENERAL RULES AND REGULATIONS
Applicable to Gas Service

1. DEFINITIONS (continued)

- 1.31 Human Needs Customers. Customers that include hospitals, medical centers, nursing homes and Customers where Curtailments would adversely affect public health and safety such as municipal fire departments, police departments, civil defense and emergency Red Cross services.
- 1.32 Industrial Customer. Any Customer who is engaged primarily in a process that creates or changes raw or unfinished materials into another form or product.
- 1.33 Interruption. The implementation of the terms and conditions of an applicable interruptible Rate Schedule at the request of the Company.
- 1.34 IURC. Indiana Utility Regulatory Commission or its successor.
- 1.35 IURC Rules. Rules and regulations for gas utilities promulgated by the IURC, codified in Title 170 of the Indiana Administrative Code (IAC), Article 5.
- 1.36 Late Payment Charge. A one-time penalty assessed upon a Delinquent Bill.
- 1.37 Living Quarters. Hotels, motels, dormitories and similar dwelling places under Service Priority Class II.
- 1.38 Maximum Daily Quantity. The maximum amount of gas that the Company is contractually required to deliver to the Customer during any day in the billing month.
- 1.39 Mcf. One thousand cubic feet, a measurement of the quantity of gas at standard conditions.
- 1.40 Non-Residential Customer. Any customer that is not a Residential Customer.
- 1.41 Non-Sufficient Funds. An account shall be considered to have Non-Sufficient Funds for the following reasons: (a) the Customer's payment is considered delinquent by the banking institution; (b) the Customer has supplied the incorrect bank account number; (c) the Customer's bank account number is no longer available; (d) the Customer has issued a stop payment by the banking institution to the Company; (e) the Customer pays electronically, and a chargeback is subsequently assessed by the Customer's financial institution; or (f) any other instance when the financial institution refuses to honor the tendered payment.
- 1.42 Peak Day. The day of the year that the maximum throughput of gas occurs for the Company.
- 1.43 Peak Month. The month of the year that the maximum system wide throughput of gas occurs for the Company.

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GENERAL RULES AND REGULATIONS
Applicable to Gas Service

1. DEFINITIONS (continued)

- 1.44 Plant Protection Level. The minimum quantity of Gas Service for firm curtailable Transport Customers, required by Customer to prevent endangering the health and safety of personnel, or to prevent material damage to Customer's facilities, equipment, or property. This includes the protection of such material currently in process at the time a Curtailment is called which would otherwise be destroyed, but shall not include Gas Service required to maintain plant production.
- 1.45 Premise. The main residence, or Living Quarters for the use of a single family, or main building of a Commercial Customer, which includes the outlying or adjacent buildings used by the Customer provided the use of the service in the outlying or adjacent buildings is supplemental to the service used in the main residence or building.
- 1.46 PSIG. Pounds per square inch gauge.
- 1.47 Rate Schedules. The part of the Tariff setting forth the availability and charges for service supplied to a particular group of Customers, as filed with and approved by the IURC.
- 1.48 Residential Customer. Any Customer that resides in a residential dwelling, mobile home, apartment or condominium using gas for space heating, cooling, water heating and/or other residential uses.
- 1.49 Residential Service. Service provided to a Residential Customer.
- 1.50 Riders. The part of the Tariff setting forth supplemental provisions applicable to specific Rate Schedules, as filed with and approved by the IURC.
- 1.51 Rules. The part of the Tariff setting forth the General Rules and Regulations Applicable to Gas Service, as filed with and approved by the IURC.
- 1.52 Sales Customer. A Customer receiving Sales Service from the Company.
- 1.53 Sales Service. Gas service involving the delivery by the Company to the Customer of Company supplied gas.
- 1.54 Tariff. The entire body of the Rules, Rate Schedules and Riders.
- 1.55 Therm. Commercial unit of heat. One Therm equals one hundred thousand Btu.
- 1.56 Transportation Customer. A Customer receiving Transportation Service from the Company.
- 1.57 Transportation Service. Gas service involving the delivery by the Company to the Customer of Customer-delivered gas.

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GENERAL RULES AND REGULATIONS
Applicable to Gas Service

2. TARIFF ON FILE

2.1 Tariff on File

A copy of the Tariff under which service will be supplied is posted or filed for the convenience of the public in the office of the Company and with the IURC. The IURC has continuing jurisdiction over the Tariff in its entirety. The Tariff, or any part thereof, may be revised, amended, or otherwise changed from time to time and any such changes, when filed with and approved by the IURC, will supersede the present Tariff.

2.2 Special Conditions and Provisions

The Rules set forth the conditions under which service is to be rendered, and govern all Rate Schedules to the extent applicable. In case of conflict between any provision of an IURC-approved contract, Rate Schedule, Rider and/or Rule, the order of priority in interpretation shall be the (1) contract, (2) Rate Schedule, (3) Rider, and (4) Rule.

The Company shall have the right to execute contracts for service under any Rate Schedule or Rider that requires a contract. The Company shall also have the right to execute other contracts for service provided, however, such contracts requiring IURC approval shall be contingent upon receipt of such approval.

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GENERAL RULES AND REGULATIONS
Applicable to Gas Service

3. CHARACTER OF SERVICE

3.1 Standard Installation

The Company will supply a Residential Customer served from a medium pressure system (60 psig or less) without charge for a service of not more than 150 feet in length from the property line of the Customer to the service connection at the meter. A charge based on current prices will be made by the Company for a service in excess of 150 feet in length from the property line of the customer to the service connection at the meter in accordance with Rule 6.1.

For Residential Service, the maximum Customer required delivery pressure shall be 2 psig. Any Customer requiring pressure exceeding 2 psig will be ineligible for the Residential Rate, and will instead be served under the applicable General Service.

The Company will supply a non-Residential Customer served from a medium pressure system (60 psig or less) without charge for a service 150 feet or less of 2 inch Iron Pipe Size or smaller pipe from the property line of the Customer to the service connection at the meter set with a delivery pressure of 10 Psig or less. A charge based on current prices will be made by the Company for a service in excess of 150 feet, an IPS pipe larger than 2 inches or a delivery pressure of greater than 10 Psig in accordance with Rule 6.1.

For General Service, suitable arrangements shall be made between the Company and the Customer with regard to the extent of the service facilities installed by the Company in accordance with Rules 4.1 and 6.1.

The Company will locate the point at which the Company's meter installation will attach to the Customer's piping, and the Customer's piping shall be run to this point for attachment to the meter. In no event shall the service line be run under or through any portion of the building then constructed or to be constructed at a future date, except at the point immediately preceding the metering location. The Company will extend its distribution mains a reasonable distance, as may be determined by the Company for the purpose of supplying gas service for a new connection.

After installation, any required relocation of the Company's facilities due to changes made either at the Customer's request or as the result of the Customer's activity that causes the installation to be out of compliance with the Minimum State Safety Standards for the Transportation of Gas and Related Pipeline Facilities shall be made at the Customer's expense.

3.2 Average Heating Value

Gas supplied under the Rate Schedules shall have a monthly average heating value of approximately 1,000 Btu per cubic foot.

GENERAL RULES AND REGULATIONS
Applicable to Gas Service

4. APPLICATION, SERVICE REQUEST OR CONTRACT

4.1 Written Application or Contract Required

A written application for service may be required from a Customer before the Company will be obligated to supply service. The Company shall have the right to reject any application or contract for valid reason. When special construction or equipment expense is necessary to furnish service, the Company may require a contract for a suitable period of time and reasonable guarantees pursuant to Rule 6. Certain Rate Schedules may require the execution of a contract for service, and specify a minimum contract term.

4.2 Service to be Furnished

4.2.1 New Customers

The Customer shall provide in writing upon request of the Company its gas usage characteristics to be served. This information will be used by the Company to determine the character of the service and the conditions under which the Customer will be served.

4.2.2 Existing Customers: Notify Company Before Increasing Load

The service connections, regulators, meters and equipment supplied by the Company have definite capacity, and no substantial addition to the gas consuming equipment should be made without first consulting with the Company. The Customer shall give written notification in the form of a letter or e-mail to the Company of any material increase in load no less than sixty (60) days prior to the addition of that load.

4.3 Modification of Contract

No promises, agreements or representation of any agent of the Company shall be binding upon the Company unless the same shall have been incorporated in a written contract before such contract is signed and approved by an agent of the Company with apparent authority to sign such contract on behalf of the Company.

GENERAL RULES AND REGULATIONS
Applicable to Gas Service

5. PREDICATION OF RATES AND RATE SCHEDULES SELECTION

5.1 Single Premise

The Rate Schedules are predicated upon the supply of service to the Customer separately for each Premise and for the ultimate usage of such separate Premise. The combining of service of two or more separate classifications through a single meter, or of two or more Premises, or of two or more separate Dwelling Units of the same Premise, will be permitted only under such Rules as filed by the Company and approved by the IURC. An outlying or adjacent building of the Customer, if located on the same Premise, may be served from the supply to the main residence or building, provided the use of such supply to the adjacent building is supplementary to the usage in the main residence or building.

5.2 Premise Containing Two Meters

If the Customer chooses not to supply the outlying or adjacent buildings by the main service, the Company will consider this a non-standard installation and may install a separate service pursuant to Rule 6. The installed separate service shall be classified under one of the Rate Schedules based on the Customer's gas usage characteristics.

5.3 Building Containing Two or More Separate Dwelling Units

Where Residential Service is supplied through one meter to an apartment house or to a building, each containing five or less separate Dwelling Units, the Customer shall be served under the Multiple Family Housing Service rate (Rate 415).

The Customer may arrange the piping at the Customer's own expense, so as to separate the combined service and permit the Company to install a separate meter for each separate Dwelling Unit. In each such case, the readings of each separate meter shall be billed separately under the Residential Rate (Rate 411). In such case, the piping shall be arranged to provide for the grouping of all meters at the service entrance.

5.4 Combined Residential and Non-Residential Service

Where both Residential and Non-Residential Service are supplied through one service and one meter to the same Customer on the same Premise, such combined service shall be classed as Non-Residential and billed under the applicable General Service rate.

At the option of the Customer, the connections may be arranged at the Customer's expense so as to separate the Residential and Non-Residential Service to permit installation of two (2) meters, in which case the Residential Rate (Rate 411) will apply to the Residential Service and the applicable General Service rate will apply to the Non-Residential Service.

Effective 7/1/2011



GENERAL RULES AND REGULATIONS
Applicable to Gas Service

5. PREDICATION OF RATES AND RATE SCHEDULES SELECTION (continued)

5.5 Choice of Optional Rate

Where optional Rate Schedules are available for the same class of service, the Customer shall designate the applicable Rate Schedule. Where selection of the most favorable Rate Schedule is difficult to predetermine, the Customer will be given a reasonable opportunity to change to another Rate Schedule, provided, however, that after one such change is made, the Customer may not make a further change in Rate Schedule until twelve (12) months have elapsed.

The Company will, at the request of the Customer, assist the Customer in selecting the Rate Schedule most advantageous to the Customer, but the Company does not guarantee that the Customer will at all times be served under the most advantageous Rate Schedule, nor will the Company make refunds representing the difference in charges between the Rate Schedule under which service has actually been billed and another Rate Schedule applicable to the same class of service.

5.6 Resale of Service

Service will not be furnished under any Rate Schedule to any Customer for the purpose of reselling any or all such service.

5.7 Transportation and Sales Service

A Non-Choice Customer requesting a switch from or to a third-party supplier of natural gas to or from the Company's supply service option will be in accordance with the following provisions:

5.7.1 The customer shall provide a 120-day notice to the Company.

5.7.2 As a condition precedent to such a request, the Customer shall enter into a written contract with the Company. The initial term of the contract will be for 24 months and will continue thereafter on a month-to-month basis for a maximum additional 36 months, until terminated in accordance with the notice provision above.

5.7.3 Upon the Customer's switching from a third-party supplier of natural gas to the Company's supply service option, the Customer will be included as part of the pool of customers associated with the Company's Rider 470 – Gas Cost Adjustment Rider and/or any other successor and/or applicable rider.

5.7.4 Upon receipt of such notice, the Company will determine whether Customer's request will require the Company to modify its interstate transportation, storage and supply positions. The Company may charge the Customer for costs that are incurred to accommodate Customer's request.

Effective 7/1/2011



GENERAL RULES AND REGULATIONS
Applicable to Gas Service

6. SERVICE EXTENSIONS AND MODIFICATIONS

6.1 Extension of Services Beyond Standard Installations

Upon request by a Residential Customer for service, the Company will provide necessary facilities for rendering standard service. A contribution, a letter of credit in a form satisfactory to the Company, or minimum guarantee will be necessary prior to facilities installation when facilities beyond the standard installation pursuant to Company Rule 3.1 are required to serve the Residential Customer.

A Non-Residential Customer must provide a contribution, a letter of credit in a form satisfactory to the Company, or minimum guarantee prior to facilities installation when the estimated direct installed costs of the facilities installed less the Customer's estimated present value of gross margin (revenue minus gas cost) for a 6 year period is greater than zero. Once the Customer comes online, the Customer shall be entitled to the estimated direct installed costs of the facilities installed less the greater of the Customer's estimated present value of gross margin for a 6 year period or the estimated installed costs of the standard service installation as defined in Rule 3.1. Any such funds acquired under these conditions will be netted against any required Customer deposit before rendering service.

For each Customer, exclusive of the initial applicants considered in the making of an extension, connected to such an extension within the period of six years from the completion of such extension, the gas utility shall refund to such initial applicants, in proportion to their respective contributions toward the cost of such extension, an amount equal to the present value of gross margin over a 6 year period of each meter when each meter comes on line, less the cost to service such new customer, but the total of all refunds to any such applicants shall in no event exceed the aforesaid contribution of such applicants.

6.2 New Residential Development Procedures

Before the Company will undertake facility investment and extensions of service to residential developments or phase thereof:

(a) As used in this Rule, "extensions" shall refer to extension of Company facilities required in order to provide gas service as requested by Customer(s) or prospective Customer(s).

(b) As used in this Rule, "Margin Credit" shall be equal to the total product of the planned number of residential meters multiplied by \$1,800. This amount shall be subject to change in any proceeding proposing adjustment to NIPSCO's basic rates and charges initiated after 2010, or in a separate proceeding filed in conformance with the Commission's rules and regulations.

(c) As used in this Rule, "Margin Costs" shall be equal to 0.52 multiplied by the total amount of actual costs for the extension of gas facilities to a specific Development, as estimated by the Company using the information provided to the Commission in the Company's annual filings pursuant to 170 IAC § 5-1-27(D).

Effective 7/1/2011



GENERAL RULES AND REGULATIONS
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6. SERVICE EXTENSIONS AND MODIFICATIONS (continued)

6.2 New Residential Development Procedures (continued)

(d) Upon request for gas service by initial applicants (a developer or a group of prospective Customers located in the same area), Company will extend, without charge, its facilities including distribution mains, underground service pipes, meters and other equipment necessary to provide the service, provided:

(1) the Margin Credits for the specific Development are equal to or greater than the Margin Costs for that Development; and

(2) the prospective patronage or demand is of such permanency as to warrant the capital expenditure involved.

(e) If the Margin Costs of the facilities necessary to provide the gas service requested by initial applicant(s) exceeds the Margin Credit from such extension as provided in (d) above, Company shall make such extension if the initial applicant(s) meets one of the following conditions:

(1) Upon adequate provision for payment to Company by initial applicant(s) of that part of the Margin Costs in excess of the Margin Credits as provided in (d) above; or

(2) If in the opinion of Company (a) the estimated cost of such extension and the prospective margin to be received from it is so meager or speculative as to make it doubtful whether the Margin Credits from the extension would ever pay a fair return on the investment involved in such extension, or (b) with slight or no immediate demand for service, or (c) in the case of an installation requiring extensive equipment with slight or irregular service, or (d) the estimated cost of the extension otherwise places Company and/or other customers at risk of recovering the costs associated with the investment; then in any of the above cases Company may require, in advance of materials procurement or construction, a deposit or adequate provision of payment from the initial applicant(s) in the amount of the total estimated cost of construction and other improvements.

(i) Deposits held may be returned to initial applicant(s) based on the amount of Margin Credits received by Company, for a period of six (6) years and up to the amount of the original deposit, in at least annual installments.

(ii) In the event that the initial applicant(s) is (are) required to make any deposit, Company shall upon request make available to the initial applicant(s) the information used to establish the basis for the applicable deposit amount.

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GENERAL RULES AND REGULATIONS
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6. SERVICE EXTENSIONS AND MODIFICATIONS (continued)

6.2 New Residential Development Procedures (continued)

(f) Initial applicant(s) may, at its (their) option, submit, or require Company to submit, or the Company, on its own may submit, to the Commission the terms of service and deposit or Contribution determined by Company under (e)(1) or (e)(2) for review and determination as to the reasonableness of said terms.

(g) For each new Customer, exclusive of the initial applicant(s) considered in the making of an extension, connected to such an extension within the period of six (6) years from the completion of such extension, Company shall refund to such initial applicant(s), in proportion to their respective contribution(s) toward the cost of such extension, an amount equal to the Margin Credits from such new Customer(s), less the estimated cost to serve such new Customer(s), but the total of all refunds to any such initial applicant(s) shall in no event exceed the individual contribution of such applicant. Where a deposit is required under (e)(2) above, the total of all refunds to all initial applicant(s) in aggregate shall in no event exceed the total aggregate deposit of all initial applicant(s). Such estimated Margin Credits from new Customer(s) shall also be subject to the provisions of (e)(2) above.

(h) Company shall not be required to make extension as provided in this Rule unless Customer(s) to be initially served by such extension upon its installation has (have) entered into an agreement with Company setting forth the obligations and commitments of the parties consistent with the provisions of this tariff.

(i) Company reserves the right, with respect to Customers whose establishments are remote from Company's existing suitable facilities, whose potential load qualifies for any economic development rider as may be applicable in Company's tariff, or whose load characteristics or load dispersal require unusual investments by Company in service facilities, to make special agreements as to duration of contract, reasonable guarantee of revenues, or other service conditions, provided that such special agreements are made on a non-discriminatory basis.

6.3 Temporary Service

The charge for temporary service, where existing facilities can be utilized to supply gas is consistent with the cost filings submitted annually to the IURC pursuant to the IURC Rules (170 IAC 5-1-27). The applicable Rate Schedule shall apply for service furnished. The charge for temporary service other than those stated above shall be determined by estimating the cost of construction and removal of facilities, including labor, material, stores freight and handling, and job order overhead, less any estimated salvage value of material recovered. Temporary installation may continue for a period of more than twelve (12) months, if such installation conforms to the requirements of a permanent installation.

Effective 7/1/2011



GENERAL RULES AND REGULATIONS
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6. SERVICE EXTENSIONS AND MODIFICATIONS (continued)

6.4 Excess Facilities

In the event service facilities in excess of a standard service under Rule 3.1 are requested by the Customer or are required to serve the Customer's load, the Company will extend such facilities therefore, subject to the following conditions:

- 6.4.1 The type, extent, and location of such service facilities shall be determined by agreement between the Company and the Customer;
- 6.4.2 Such service facilities shall be the property of the Company;
- 6.4.3 The Customer shall agree to pay to the Company a monthly rental equal to two and two tenths percent (2.20%) of the estimated installed cost of the excess facilities;
- 6.4.4 The monthly rental shall be appropriately adjusted if a change is made in the excess facilities provided by the Company;
- 6.4.5 The Customer shall provide power as specified by the Company, if so required, to operate such service facilities; and
- 6.4.6 Such other conditions as are reasonably necessary due to special conditions of service.

Effective 7/1/2011



GENERAL RULES AND REGULATIONS
Applicable to Gas Service

7. CUSTOMER INSTALLATIONS

7.1 Customer Piping and Equipment

Applicants for service, shall at their own expense, equip their Premises with all piping and equipment from the meter to the appliances or equipment served. Such piping and equipment shall be installed and maintained in accordance with effective applicable state and local codes and in accordance with the rules of the Company in force at the time of installation. The Company shall be under no duty to inspect the piping and equipment of the Customer. The Customer shall at all times maintain its piping and equipment beyond the outlet side of the meter.

Effective 7/1/2011



GENERAL RULES AND REGULATIONS
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8. COMPANY EQUIPMENT ON CUSTOMER'S PREMISE

8.1 Company's Property and Protection Thereof

All meters or other appliances and equipment furnished by and at the expense of the Company, which may at any time be on or in the Customer's Premise, shall, unless otherwise expressly provided, be and remain the property of the Company, and the Customer shall protect such property from loss or damage, and no one who is not an agent of the Company shall be permitted to remove or tamper with such property. If Company property is damaged or destroyed, through the negligence of the Customer or in violation of any tariff provision, the cost of necessary repairs or replacements shall be paid by the Customer.

8.2 Location of Company Regulators, Meters and Equipment

If the form of service requires, the Customer shall provide free of expense to the Company and at a location satisfactory to the Company, a suitable place for necessary regulators, meters or other equipment which may be furnished by the Company.

8.3 Equipment Location Permit

If the Customer is not the owner of the Premises served or of intervening property between such Premises and the Company's main, the Customer shall obtain from such owner, or owners, in a form satisfactory to the Company, such permits or easements as are, in the opinion of the Company, necessary for the installation and maintenance on such Premises and on such intervening property, all piping, or other gas equipment as may be necessary for the supplying of gas service to the Customer.

8.4 Access to Premises

The properly authorized agents of the Company shall have the right to enter upon the Premises of the Customer at all reasonable times for the purpose of inspecting, reading, testing, repairing or replacing the meter(s), appliances and equipment used in connection with its service and removing the same on the termination of the contract or the discontinuation of service. Each meter and service regulator, whether inside or outside a building, must be installed in a readily accessible location and be protected from corrosion and other damage, including, if installed outside a building, vehicular damage that may be anticipated. "Readily accessible" means the location should accommodate immediate access at the request of the Company for reading, inspection, repairs, testing, maintenance, and changing and operation of the gas shut-off valve. If a location is not readily accessible, or jeopardizes the safety of an authorized agent of the Company, as determined by the Company, the Company may request that the Customer take steps to correct the problem, or the Company may require the Customer to make payment to the Company of the full cost of correcting the problem.

Effective 7/1/2011

GENERAL RULES AND REGULATIONS
Applicable to Gas Service

8. COMPANY EQUIPMENT ON CUSTOMER'S PREMISE (continued)

8.5 Tampering, Fraud, Theft or Unauthorized Use

When the Company detects fraudulent or unauthorized use of gas, or that the Company's regulation, measuring equipment or other service facilities have been tampered with, the Company may reasonably assume that the Customer or other user has benefited by such fraudulent or unauthorized use or such tampering and, therefore, is responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and is responsible for the cost of field calls and effecting repairs necessitated by such unauthorized use and/or tampering. In any event, the Company may require Customer payment for such out-of-pocket costs. Under circumstances of fraud, theft, unauthorized use of gas, tampering or alteration of the Company's regulation, measuring equipment and/or other service facilities, the Company may disconnect service without notice and is not required to reconnect the service until a deposit and all the aforementioned charges, or an estimate of such charges, are paid in full, subject to any provision in the IURC Rules to the contrary. In the event of fraud, theft or unauthorized use of gas which is not upon or connected with a Customer's Premise, the ultimate user of the service shall be liable in the same manner as a Customer for gas service used, the incurred costs of field calls and effecting repairs, and disconnection without notice.

GENERAL RULES AND REGULATIONS
Applicable to Gas Service

9. METERING

9.1 Meters to be Installed by Company

The gas supplied, unless otherwise specified, shall be measured by a meter or meters of standard manufacture, installed and owned by the Company. Each meter shall be considered by itself in calculating the amount of any bills, except when, for the convenience of the Company, more than one meter is installed on the same class of service in the same Premises for the same Customer, in which case the sum of the registrations shall be, in all cases, taken as the total registration.

Where service is supplied at pressures in excess of ten (10) inches of water column or where gas temperature varies from 60° F., the Company may correct the volume of gas metered to correspond to gas of standard condition on a water vapor free basis, at an absolute pressure of 14.65 pounds per square inch, and at a temperature of 60° F.

9.2 Meter Testing

The Company will test meters used for billing Customers in accordance with the IURC Rules (170 IAC 5-1-9).

9.3 Failure of Meter and/or Instrumentation

Whenever it is discovered that a meter or associated instrumentation when used to correct metered gas volumes to standard conditions is not operating within the limits of accuracy as prescribed in the IURC Rules, an adjustment shall be made in accordance with such IURC Rules.

9.4 Correction of Metered Quantities for Billing

For the purpose of billing under this Rule, 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.

9.5 Extra Meters at Customer's Request

The Company will not supply meters other than those deemed necessary by the Company to render gas service to the Customer except for temporary installation. When such temporary extra meters are installed at the request of the Customer, the Customer shall be required to pay the cost, (with the exception of the meter) required for the installation and removal. A rental charge in accordance with Rule 6.4, dependent upon size and type of meter, but in no case less than \$1.00 per meter per month, will be made for each extra meter.

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GENERAL RULES AND REGULATIONS
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9. METERING (continued)

9.6 Meter Reading Charge – Missed Appointment (Trip Charge)

For Customers with hard-to-access meters, a Meter Reading Charge of \$40 shall be added to Customer's account if Customer fails to provide access to the meter during a scheduled appointment.

For purposes of this Rule, a hard-to-access meter is defined as a meter that (a) is located inside the premises of Customer, located behind a locked gate, located in an area proximate to an animal that in the judgment of the meter reader is dangerous, or is otherwise inaccessible to the meter reader or presents an unsafe condition; and (b) has not been read by a meter reader during the previous four consecutive months. No Meter Reading Charge shall be assessed if (1) the appointment is cancelled by the Customer with four hours' prior notice; (2) the Customer is not present due to a medical emergency; or (3) in NIPSCO's reasonable discretion, for any other reason that is outside of the Customer's control. Customer shall be provided the opportunity to set the time of the appointment, which must be during regular business hours and within a two-hour window of time. If two appointments scheduled by the Customer are cancelled (with four hours' prior notice) at the request of Customer or Customer fails to set an appointment, then the Company shall set the time of the next appointment, during regular business hours, which cannot be cancelled by the Customer. At the Company's option, assessment of a Meter Reading Charge may be waived if Customer agrees to and permits the installation of a remote meter-reading device.

Effective 7/1/2011



GENERAL RULES AND REGULATIONS
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10. DEPOSIT TO INSURE PAYMENT OF BILLS

10.1 Applicable to Residential Customers

The Company shall determine the credit-worthiness of an applicant or Customer in an equitable non-discriminatory method and may require a deposit to insure payment of bills in accordance with Rule 15 of the IURC Rules and Regulations.

10.2 Applicable to Commercial and Industrial Customers

The Company may require from any applicant, as a guarantee against the non-payment of bills, a cash deposit equal to the amount payable for service for a sixty-day period as estimated by the Company. In all cases where the monthly amount payable is in excess of that covered by the deposit, the Company may increase the amount of deposit required, but such deposit shall not exceed the estimated amount payable for a sixty-day period.

In the case of a cash deposit as a guarantee against the non-payment of bills, simple interest thereon at the rate established by the Indiana Utility Regulatory Commission shall be paid by the Company for the time such deposit is held by the Company, but for no period less than six (6) months. Upon discontinuance of service, the amount of the final bill will be deducted from the sum of the deposit and interest due, and the balance, if any, shall be remitted to the depositor.

Effective 7/1/2011

GENERAL RULES AND REGULATIONS
Applicable to Gas Service

11. RENDERING AND PAYMENT OF BILLS

11.1 Payment of Bills

Bills will be issued monthly and payment must be received by the Company no later than the due date specified on the Bill.

11.2 Payment After Due Date of Bill

A Bill is delinquent unless payment is received by the due date printed on the Bill. The due date is seventeen (17) days from the next business day of the statement date printed on the Bill. A Delinquent Bill may be assessed a late payment charge equal to ten percent (10%) of the first three dollars (\$3) and three percent (3%) of the remaining amount that is delinquent and the Company may disconnect service after complying with any applicable IURC Rules. The company will not apply the late payment charge to previous late payment fees.

Failure to receive the Bill shall not entitle the Customer to relief from the deferred payment provisions of the Bill if the Customer fails to make payment within said seventeen-day period, nor shall it affect the right of the Company to disconnect service for non-payment as above provided.

Once in each half calendar year, but not more often, the Company will upon the Customer's request waive the late payment charge on a Delinquent Bill, provided payment is tendered not later than the last date for payment of net amount of the next succeeding month's Bill.

11.3 Billing Disputes

A Customer shall not be disconnected for failing to pay an outstanding Bill in full if the unpaid portion of the Bill is disputed by the Customer and the Customer complies with the applicable IURC Rules.

11.4 Social Security Payment Plan

The Company may, upon request, revise the due date by up to ten (10) calendar days, provided that the Customer applies for and is accepted by the Company as a participant in the Social Security Payment Plan. In order to participate in the Social Security Payment Plan, the Customer must meet the following conditions:

11.4.1 The Customer must be taking Residential Service, which must be in the Customer's name; and

11.4.2 The Customer must be retired or legally disabled and must show proof of receiving monthly social security or retirement benefits.

Effective 7/1/2011

GENERAL RULES AND REGULATIONS
Applicable to Gas Service

11. RENDERING AND PAYMENT OF BILLS (continued)

11.5 Interruption or Curtailment of Service

The minimum Bill shall not be reduced for any billing month because of any interruption, suspension, reduction or Curtailment of the delivery of gas 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 gas or other material, supplies or equipment, failure of the gas supply, or Curtailment or diminution of gas deliveries to the Company by its supplier or suppliers, breakage or failure of the Company's machinery, equipment, compressors, mains, pipes, delivery lines, storage or delivery facilities, federal, state or other governmental laws, orders, decrees, restraints or regulations applicable to the operations of the Company when, in any event, if the Company does not supply and deliver gas in sufficient quantity that the bill therefore calculated at the applicable rate is at least equal to the minimum monthly payment hereunder, then the minimum for such month shall be based on the maximum daily demand for the month multiplied by a fraction, the numerator of which is the hours in the month that gas service was not curtailed, and the denominator of which is the total hours in the month.

Effective 7/1/2011



GENERAL RULES AND REGULATIONS
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12. DISCONNECTION AND RECONNECTION OF SERVICE

12.1 Customer Request for Disconnection

The Customer shall be responsible and pay for all gas service supplied to the Customer's Premises until the third business day following the requested disconnection date given by the Customer to the Company to discontinue service.

12.2 Company Right to Disconnect Service Without Notice

The Company reserves the right to disconnect the supply of all service to all or any part of the Customer's Premises without notice in accordance with the IURC Rules for any of the following reasons:

12.2.1 If a condition dangerous or hazardous to life, physical safety or property exists;

12.2.2 Upon order by any court, the IURC or other duly authorized public authority;

12.2.3 If fraudulent or unauthorized use of gas is detected and the Company has reasonable grounds to believe the affected Customer is responsible for such fraudulent or unauthorized use; or

12.2.4 If the Company's regulating or measuring equipment has been tampered with and the Company has reasonable grounds to believe that the affected Customer is responsible for such tampering.

No disconnection shall invalidate any contract with the Customer and the Company shall have the right to enforce any contract notwithstanding such disconnection.

12.3 Company Right to Disconnect Service With Notice

The Company may disconnect the supply of all service to the Customer's Premises (and refuse to serve any other member of the same household or firm at the same Premises) in accordance with the IURC Rules or other applicable law and with reasonable notice provided to such Customer at the address shown upon the Company's records for any of the following reasons:

12.3.1 For repairs (if required);

12.3.2 For non-payment of Bills or failure to post a required security deposit or collateral;

12.3.3 For failure by the Customer to allow access by employees of the Company to the Customer's meter or other facilities; or

12.3.4 For any other lawful reason.

Effective 7/1/2011



GENERAL RULES AND REGULATIONS
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12. DISCONNECTION AND RECONNECTION OF SERVICE (continued)

12.4 Reconnection Charges

Whenever service has been discontinued at a Premise (1) for non-payment of charges; (2) for failure to provide a security deposit or collateral; (3) at the request of a Customer; or (4) for any other reason authorized under the Company Rules and caused by the Customer's actions, a charge will be made by the Company to cover the cost of reconnection of service, in accordance with the Reconnection Charges shown in Rule 16.

A charge equal to the Customer Charge for each month of discontinued service will also be included for reconnection for the same non – Industrial Customer at the same Premise, where service has been discontinued at the non- Industrial Customers request anytime during the preceding nine (9) months. However, the Company may waive this charge if the Customer provides documentation that the discontinuance of service was due to an unforeseen circumstance of an emergency nature.

Effective 7/1/2011



GENERAL RULES AND REGULATIONS
Applicable to Gas Service

13. SERVICE INTERRUPTIONS AND CURTAILMENTS

13.1 Interruption of Service

The Company shall not be responsible in damages for any failure to supply gas service or for interruption of the supply of gas, or for defective piping on the Customer's premises, or for damages resulting to a Customer or to third persons from the use of gas or the presence of the Company's equipment to the Customer's premises, unless due to fault, neglect or culpability on the part of the Company. Neither party shall be liable to the other for any failure or delay in case such failure or delay is caused by strikes, acts of God, or unavoidable accidents or contingencies beyond its control and is not due to fault, neglect or culpability on its part.

13.2 Emergency Curtailment Without Regard to Priority

The Company reserves the right to order gas Curtailment without regard to the priority of service when in its judgment such Curtailment is required to forestall imminent and irreparable injury to life or property, and which emergency is due to causes other than pipeline Curtailments pursuant to FERC Orders. A Curtailment pursuant to this Rule shall not exceed ten (10) consecutive days but may be extended by IURC Order.

13.3 Curtailment of Service

When sufficient volumes of gas, in the judgment of the Company, are not available to the Company to meet all existing and reasonably anticipated demands for service or to protect and replenish its on system gas storage reserves, the Company shall have the right to restrict, limit, or curtail gas service within any or all parts of its systems so affected in accordance with any of the provisions of this Rule.

Applicability

The terms and provisions of this Rule shall be applicable notwithstanding any provisions contained in the Rates and Rules, or in any contract or agreement between the Company and any Customer.

13.4 Curtailment of Customer's Gas

When sufficient quantity of Company gas, scheduled for sale to the Company's consumers, in the judgment of the Company, are not available to the Company to meet the demands for the gas sales service requirements, the Company shall have the right to curtail on a pro-rata basis Customer-owned gas scheduled to be transported for the Customer to fulfill the gas requirements of the Company. The Company shall impose this right as set forth in Rule 13.3.

The Company shall reimburse Customers for the gas used by reason of the Curtailment at an amount equal to published daily Chicago City Gate midpoint price for the day on which the gas is utilized times the quantity of gas utilized.

Effective 7/1/2011



GENERAL RULES AND REGULATIONS
Applicable to Gas Service

13. SERVICE INTERRUPTIONS AND CURTAILMENTS (continued)

13.4 Curtailement of Customer's Gas (continued)

Any gas purchased by the Company under these provisions will be included in the Company's reconciliation of gas costs under the Gas Cost Adjustment as approved by the Commission for the time period of such Company use of Customer-owned gas.

13.5 Priority of Service

Priority of service shall be as set forth below. The highest priority is Service Priority Class I and the lowest priority of service is Service Priority Class V.

Service Priority Class	Description
I	Residential and other firm Sales and firm Transportation Customers averaging not more than 10 Mcf per day and Human Needs Customers.
II	Non-Residential firm Sales and firm Transportation Customers having a contract obligation or an Average Daily Usage of more than 10 Mcf per day but less than 50 Mcf per day, and Living Quarters not included in Service Priority Class I.
III	Non-Residential firm Sales and firm Transportation Customers having a contract obligation or an Average Daily Usage of more than 50 Mcf per day but less than 500 Mcf per day and schools.
IV	Non-Residential firm Sales and firm Transportation Customers having a contract obligation or an Average Daily Usage of more than 500 Mcf per day.
V	Interruptible sales and interruptible Transportation Customers.

Effective 7/1/2011



GENERAL RULES AND REGULATIONS
Applicable to Gas Service

13. SERVICE INTERRUPTIONS AND CURTAILMENTS (continued)

13.6 Curtailment Procedure

Curtailment, unless pursuant to Rule 13.6, shall begin with Service Priority Class V and continue as necessary through Service Priority Classes IV, III, II and I as follows:

- 13.6.1 Service Priority Class V shall be fully curtailed one hundred percent (100%) before any Curtailment is commenced to any other class.
- 13.6.2 After Service Priority Class V is curtailed, Curtailment to Service Priority Class IV shall commence and progress as necessary and as further provided in Rule 13.7.5 and 13.7.7.
- 13.6.3 After Service Priority Class V is fully curtailed and Curtailment has commenced in Service Priority Class IV, Curtailment to Service Priority Class III shall commence and progress as necessary provided that the percentage of contract obligation volume supplied to Service Priority Class III shall be at least ten percent (10%) but not more than twenty percent (20%) greater than the percentage of contract obligation supplied to Service Priority Class IV except as set forth in Rule 13.7.4 and 13.7.6.
- 13.6.4 Curtailment to Service Priority Classes IV or III shall not exceed sixty-five percent (65%) of the contract obligation volumes of any Customer in either class except as set forth in Rule 13.7.7. After Service Priority Class IV is curtailed to where the Customers in the class are supplied not more than the greater of (i) thirty-five percent (35%) of contract obligation volume or (ii) Customer Plant Protection Level, then Curtailment of Service Priority Class III shall progress to where the Customers in the class are supplied not more than the greater of (i) thirty-five percent (35%) of contract obligation volume or (ii) Customer Plant Protection Level.
- 13.6.5 After Service Priority Class V is fully curtailed one hundred percent (100%) and Service Priority Classes IV and III are curtailed to where the Customers in the classes are supplied not more than the greater of (i) thirty-five percent (35%) of the contract obligation or (ii) Customer Plant Protection Level, then Curtailment to Service Priority Class II shall commence and continue as necessary, but shall not exceed sixty-five percent (65%) of contract obligation or Average Daily Usage (whichever is applicable) except as set forth in Rule 13.7.7.
- 13.6.6 After Service Priority Class V is fully curtailed one hundred percent (100%) and Service Priority Classes IV, III and II are curtailed to where the Customers in the classes are supplied not more than the greater of (i) thirty-five percent (35%) of the contract obligation or Average Daily Usage (whichever is applicable in Class II), or (ii) Customer Plant Protection Levels, then Service Priority Classes IV, III and II shall each be further curtailed by equal percentages until one hundred percent (100%) Curtailment of Service Priority Classes IV, III and II occurs.

Effective 7/1/2011



GENERAL RULES AND REGULATIONS
Applicable to Gas Service

13. SERVICE INTERRUPTIONS AND CURTAILMENTS (continued)

13.6 Curtailment Procedure (continued)

13.6.7 After Service Priority Classes V, IV, III and II are in one hundred percent (100%) Curtailment, Curtailment shall commence in Service Priority Class I and progress as necessary.

13.6.8 The Company will give notice of Curtailment in the most effective manner possible and as much in advance as possible with regard to the exigencies and the number of Customers to be notified. The Curtailment shall be effective as of the time and date specified in the notice.

13.7 Restoration of Service Levels

Service shall be restored in the reverse order of the original Curtailment.

13.8 Penalties

13.8.1 For Zone A, any Non-Residential Customers who exceed the limitations specified in the Curtailment notice in excess of five percent (5%) during such Curtailment shall be subject to five (5) times the published daily Chicago City Gate midpoint price penalty charge for all gas taken in excess of the limitation. Intentional overruns by a Customer who has made no good faith effort to avoid overruns shall authorize the Company to terminate gas service to such Customer.

13.8.2 For Zones B, C, D and E, any Non-Residential Customers who exceed the limitations specified in the Curtailment notice in excess of five percent (5%) during such Curtailment shall be subject to five (5) times the published daily Mich Con City Gate midpoint price penalty charge for all gas taken in excess of the limitation. Intentional overruns by a Customer who has made no good faith effort to avoid overruns shall authorize the Company to terminate gas service to such Customer.

Effective 7/1/2011



GENERAL RULES AND REGULATIONS
Applicable to Gas Service

14. LIMITATIONS OF LIABILITY

- 14.1 Neither Company nor Customer shall be liable to the other for any act, omission or event caused by strikes, acts of God, or unavoidable accidents or contingencies beyond its control.
- 14.2 Company shall not be liable for damages for any failure to supply gas or for an interruption, limitation, or curtailment of Gas Service, whether or not such disruption is ordered by a governmental agency having jurisdiction, if such failure, interruption, limitation, or curtailment is due to the inability of Company to obtain sufficient gas supplies at economical prices from its usual and regular sources or due to any other cause whatsoever other than willful default or negligence of Company.
- 14.3 Company shall not be liable for damages caused by defective piping or appliances on Customer's Premises.
- 14.4 Company shall not be liable for damages resulting to Customer or to third persons from the presence or use of gas or the presence of Company's equipment on Customer's Premises, unless due to the willful default or negligence on the part of Company.

Effective 7/1/2011



GENERAL RULES AND REGULATIONS
Applicable to Gas Service

15. GAS COST INCENTIVE MECHANISM

The Company will adjust the Gas Cost Adjustment factors for billing purposes by the effect of the application of the Gas Cost Incentive Mechanism approved in Cause No. 40342, as modified and extended in Cause Nos. 42800, 42884 and 43837.

The Gas Cost Incentive Mechanism rewards and/or penalizes the Company for its performance of gas supply acquisition when compared to a market standard ("Benchmark").

The Benchmark shall incorporate a "Benchmark Price" that (1) for first of month purchases will be an average of the first of month ("FOM") spot market natural gas commodity prices as published in Natural Gas Week as the "Spot Market on Interstate Pipeline Systems, Bid Week for ____ (Applicable Month)", and in Inside FERC's Gas Market Report, and (2) for purchases designated as not made on the first of the month will be the average of the published Gas Daily "Daily Price Survey, Daily Midpoint" and NGI's Daily Gas Price Index "Cash Market Prices" natural gas commodity price applicable as of the date of purchase. These gas prices shall reflect the gas prices for the geographic locations representative of the supply basin/location where the gas was purchased and delivered to the primary and secondary receipt points of the Company's transportation capacity. The "Benchmark Price" will be determined for each month ("FOM pricing") and each day ("Daily Pricing") of the year.

The Benchmark Dollars are calculated by applying the Benchmark Prices from the indices to the actual units purchased within the geographic supply zones. The aggregated dollars are the Benchmark Dollars which will be compared to the Company's actual gas commodity purchases on a monthly basis in order to determine the Company's performance under the Gas Cost Incentive Mechanism. If the Company's actual gas commodity purchase dollars are less than the Benchmark Dollars, a Positive Performance exists. If the Company's actual gas commodity purchase dollars are greater than the Benchmark Dollars plus the Tolerance Band, a Negative Performance exists. Sharing of the dollar differences between the Company and the Customers will be as follows:

For the period, May 1, 2006 to April 30, 2012:

Negative Differential (Actual cost > Benchmark Price)

% of Benchmark Price above Benchmark Price	% of Sharing Customer	% of Sharing Company
>0%	50	50

Positive Differential (Actual cost < Benchmark Price)

% of Benchmark Price above Benchmark Price	% of Sharing Customer	% of Sharing Company
>0%	50	50

The Customers' share of dollars as determined on a monthly basis will be included in the Gas Cost Adjustment calculations for Sales Customers.

Effective 7/1/2011

GENERAL RULES AND REGULATIONS
Applicable to Gas Service

16. MISCELLANEOUS AND NON-REOCCURRING CHARGES

16.1 Reconnection Charges

Whenever the service has been turned off by the Company in accordance with Rule 12, a charge will be made by the Company to cover the cost of reconnection of service, which charge shall be as follows:

- | | | |
|----|---|----------|
| A. | Reconnect during normal working hours
(8:00 AM to 5:00 PM) | \$70.00 |
| B. | Reconnect after normal working hours
(Monday through Friday)
Saturday | \$85.00 |
| C. | Reconnect on Sunday and Holidays | \$100.00 |

16.2 Non-Sufficient Funds

A charge of \$20.00 to reimburse the Company for its cost incident to Non-Sufficient Funds will be assessed.

16.3 After Hours / Same Day Charge.

If Customer requests that gas service be initially connected, reconnected or disconnected outside of normal business hours or on the same day the request is submitted, Customer shall be charged an After Hours / Same Day Charge of \$55.00 in addition to any other applicable charges for each connection, reconnection or disconnection.

16.4 Return Trip Charge.

If Customer schedules an appointment in association with a service request, and the Company's serviceman is not able to gain access to Company's facilities due to the absence of the Customer, the Customer shall be charged a Return Trip Charge in the amount of \$40.00 at the time an appointment is rescheduled by the Customer.

Effective 7/1/2011



RATE 411
RATE FOR GAS SERVICE
RESIDENTIAL SERVICE

No. 1 of 1 Sheet

TO WHOM AVAILABLE

This Rate is available to Residential Customers who are located in the area served by the Company.

CHARACTER OF SERVICE

Service under this rate shall be considered firm service. Customer will be billed under this Rate for the use of the Company's delivery system. Customer will also be billed under this Rate for commodity gas delivered by the Company, unless the customer elects to purchase gas commodity from (1) a Choice marketer pursuant to Rider 480, or (2) the Company pursuant to Rider 481.

RATE

The rate for gas delivery service and gas supplied hereunder shall consist of a Customer Charge, Distribution Charge, and applicable Riders as listed in Appendix A. The Customer and Distribution Charges are as follows:

Customer Charge

\$11.00 per month

Distribution Charge

\$0.11282 per therm for all therms used per month

MINIMUM PAYMENT

The Customer's minimum payment under this rate shall be the Customer Charge.

RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

Effective 7/1/2011



**RATE 415
RATE FOR GAS SERVICE
MULTIPLE FAMILY HOUSING SERVICE**

No. 1 of 1 Sheet

TO WHOM AVAILABLE

This Rate is available to Customers requiring service through a single meter to residential buildings or residential developments containing more than one dwelling unit but not exceeding five dwelling units, including service for space and water heating auxiliary to residential use

CHARACTER OF SERVICE

Service under this rate shall be considered firm service. Customer will be billed under this Rate for the use of the Company's delivery system. Customer will also be billed under this Rate for commodity gas delivered by the Company, unless the customer elects to purchase gas commodity from (1) a Choice marketer pursuant to Rider 480, or (2) the Company pursuant to Rider 481.

RATE

The rate for gas delivery service and gas supplied hereunder shall consist of a Customer Charge, a Distribution Charge, and applicable Riders as listed in Appendix A. The Customer and Distribution Charges are as follows:

Customer Charge

\$12.50 per month.

Distribution Charge

\$0.17733 per therm for the first 45 therms per month

\$0.12733 per therm for all over 45 therms per month

MINIMUM PAYMENT

The Customer's minimum monthly payment under this rate schedule shall be the Customer Charge.

RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

Effective 7/1/2011



RATE 421
RATE FOR GAS SERVICE
GENERAL SERVICE - SMALL

No. 1 of 1 Sheet

TO WHOM AVAILABLE

This Rate is available to Non-Residential Customers and Customers requiring service through a single meter to residential buildings or residential developments containing more than five dwelling units located in Zones A, B, C, D and E served by the Company for any gas use acceptable under the Company's General Rules and Regulations Applicable to Gas Service.

CHARACTER OF SERVICE

Service under this rate shall be considered firm service. Customer will be billed under this Rate for the use of the Company's delivery system. Customer will also be billed under this Rate for commodity gas delivered by the Company, unless the customer elects to purchase gas commodity from (1) a Choice marketer pursuant to Rider 480, or (2) the Company pursuant to Rider 481.

RATE

The rate for gas delivery service and gas supplied hereunder shall consist of a Customer Charge, a Distribution Charge, and applicable Riders as listed in Appendix A. The Customer and Distribution Charges are as follows:

Customer Charge

\$30.00 per month.

Distribution Charge

\$0.10006 per therm for all therms used per month.

MINIMUM PAYMENT

Customer's minimum payment under this rate shall be the Customer Charge.

RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

Effective 7/1/2011



RIDER 422A
COMMERCIAL AND INDUSTRIAL GAS SPACECOOLING RIDER

No. 1 of 2 Sheets

TO WHOM AVAILABLE

Available to Commercial and Industrial Customers, who enter into a Service Agreement, for gas spacecooling; provided, however, that such gas spacecooling equipment shall be the only equipment utilized for spacecooling, and shall be located at a point adjacent to one of the Company's gas mains where it has a sufficient supply for the service to be furnished hereunder, in Zones A, B, C, D and E (See Index).

CHARACTER OF SERVICE

Use of this rate is limited exclusively for the use of spacecooling equipment.

The Customer must arrange to install piping for such gas cooling equipment to permit measurement of the gas consumed by the equipment by suitable metering equipment installed by the Company. The spacecooling equipment served hereunder must be metered separately from any other gas consuming equipment, and will be billed separately and independently of any other usage of the Customer. Service hereunder shall be billed as follows: (1) Gas consumed by such spacecooling equipment during any billing period more than half of which is in any month of May to September, inclusive, will be billed under this rate schedule. (2) Gas consumed by such spacecooling equipment during other periods of the year shall be deemed to be supplied for purposes other than spacecooling and will be billed under the applicable firm gas Rate Schedule.

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

\$25.00 per month.

Delivery Charge

\$0.11710 per therm for all therms used per month.

Commodity Charge

A Gas Supply charge per therm for all therms used per month as specified in Appendix B.

MINIMUM PAYMENT

Customer's minimum payment under this rate shall be the Customer Charge plus the Rate Adjustment.

Effective 7/1/2011



RIDER 422A
COMMERCIAL AND INDUSTRIAL GAS SPACECOOLING RIDER

No. 2 of 2 Sheets

GENERAL TERMS AND CONDITIONS OF SERVICE

1. Service Agreement

A properly executed Service Agreement for a period of not less than one year is necessary before any service may be taken under this Rate Schedule. Such Service Agreement shall continue in effect from year to year thereafter unless cancelled by either party.

2. Metering

When required by the Company, the Customer will supply a suitable fireproof building or fireproof room within a building on the Customer's premises at or near the property line in accordance with plans and specifications furnished by the Company. Such building will house the meters, regulators and other equipment to be installed by the Company for determining the volume of gas delivered to the Customer. Such building is to be well ventilated and provided with heat and electric light, if so specified by the Company.

3. Rules and Regulations

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

Effective 7/1/2011



RATE 424A
RATE FOR GAS SERVICE
COMPRESSED NATURAL GAS SERVICE

No. 1 of 4 Sheets

TO WHOM AVAILABLE

Available 1) to any Customer for natural gas to be supplied to a Customer-operated and owned or leased Compressed Natural Gas (CNG) facility for the express purpose of converting such natural gas to CNG to fuel motorized vehicles; provided, however, that such facility is located at a point adjacent to one of the Company's gas mains where it has a sufficient supply for the service to be furnished hereunder; 2) to any Customer for the purchase of CNG to fuel motorized vehicles from designated Company-owned and operated CNG facilities, provided, however, that the Customer is certified by the Company to receive such service. This Rate is available to those Customers located in Zones A, B, C, D and E (See Index).

CHARACTER OF SERVICE

Use of natural gas provided hereunder to a Customer-operated and owned or leased CNG facility is limited exclusively for the conversion of such gas to compressed natural gas for use in fueling motorized vehicles and shall not be used by the Customer for any other purpose. Use of CNG provided hereunder from a designated Company-owned CNG facility is limited exclusively for use as motor vehicle fuel by the Customer.

The Customer must arrange to install piping to permit the measurement of natural gas provided hereunder to a Customer-operated and owned or leased CNG facility for conversion to CNG by suitable metering equipment installed by the Company. All gas served hereunder to the Customer-operated and owned or leased CNG facility must be metered separately from any other gas consuming equipment located on the premises, and will be billed separately and independently of any other usage of such equipment.

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

RATE

A. For natural gas provided hereunder to a Customer-operated and owned or leased CNG facility:

Customer Charge

\$25.00 per month

Commodity Charge

The commodity charge will be comprised of a Delivery Charge and a Gas Supply Charge. The Commodity Charge may vary depending upon the customer's alternate fuel price, and will be individually negotiated within the terms of the Customer's Service Agreement.

Effective 7/1/2011



**RATE 424A
RATE FOR GAS SERVICE
COMPRESSED NATURAL GAS SERVICE**

No. 2 of 4 Sheets

RATE (continued)

B. For CNG provided hereunder from a designated Company-owned and operated CNG facility:

Commodity Charge

The Commodity Charge will be comprised of a Facilities Charge, Delivery Charge and a Gas Supply Charge. The Commodity Charge may vary depending upon the customer's alternate fuel price, and will be individually negotiated within the terms of the Customer's Service Agreement.

Rate Adjustments

The Customer shall be responsible for payment of all federal, state and local taxes. The Customer shall reimburse the Company for all taxes payable by the Company to governmental bodies on the sale of natural gas for use as CNG.

MINIMUM PAYMENT

The Customer's minimum monthly payment under this rate schedule shall be the Customer Charge, plus the Rate Adjustment, plus, if applicable, \$0.75 per therm of contract maximum daily quantity.

GENERAL TERMS AND CONDITIONS OF SERVICE

1. Service Agreement

A properly executed Service Agreement, if required, is necessary before any service may be taken under this rate schedule.

Any Customer requesting service of 50 Dth per day or more under this rate shall execute a Service Agreement for a period of not less than one year, specifying a maximum daily quantity of gas which the Company is obligated to deliver. Such agreement shall continue in effect from year to year thereafter.

The installation and use of Company-owned compression equipment at the Customer's operated and owned or leased CNG facility shall require a Service Agreement for an initial period of not less than five years, detailing the size, type, value and site requirements of all necessary compression equipment to be provided, installed, and maintained by the Company at the Customer's CNG facility, and, if required, specifying a maximum daily quantity of gas which the Company is obligated to deliver.

Effective 7/1/2011



RATE 424A
RATE FOR GAS SERVICE
COMPRESSED NATURAL GAS SERVICE

No. 3 of 4 Sheets

GENERAL TERMS AND CONDITIONS OF SERVICE (continued)

2. Interruption or Curtailment of Service

The minimum bill shall not be reduced for any billing month because of any interruption, suspension, reduction or curtailment of the delivery of gas 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 gas or other material, supplies or equipment, failure of the gas supply, or curtailment or diminution of gas deliveries to the Company by its supplier or suppliers, breakage or failure of the Company's machinery, equipment, compressors, mains, pipes, delivery lines, storage or delivery facilities, federal, state or other governmental laws, orders, decrees, restraints or regulations applicable to the operations of the Company when, in any event, if the Company does not supply and deliver gas in sufficient quantity that the bill therefore calculated at the applicable rate is at least equal to the minimum monthly payment hereunder, then the minimum for such month shall be based on the maximum daily demand for the month multiplied by a fraction, the numerator of which is the hours in the month that gas service was not curtailed, and the denominator of which is the total hours in the month.

3. Metering

Gas service furnished hereunder to Customer-operated and owned or leased CNG facilities shall be measured as to maximum daily demand, if applicable, and volume by meters to be installed by the Company.

GENERAL TERMS AND CONDITIONS OF SERVICE

1. Availability for Resale

The prohibition of availability for resale to others under any of rate schedules of the Company specifically does not apply where the resale is by a Customer-operated and owned or leased CNG facility for the limited purpose of providing compressed natural gas service for sale for use in appropriately equipped natural gas powered vehicles.

2. Ownership and Maintenance of Compression Equipment

Unless stated otherwise in the Customer's Service Agreement with the Company for service hereunder, the compression of natural gas for its use as a motor vehicle fuel shall be performed by compression equipment operated, owned or leased, and maintained by the Customer at the Customer's CNG facility. The Customer's utilization of such equipment shall not cause interference with the Company's supply system or cause interference with proper metering of gas service provided to the Customer

Effective 7/1/2011



**RATE 424A
RATE FOR GAS SERVICE
COMPRESSED NATURAL GAS SERVICE**

No. 4 of 4 Sheets

GENERAL TERMS AND CONDITIONS OF SERVICE (continued)

by the Company. In the event that such interference occurs, suitable facilities shall be provided at the Customer's expense to eliminate such interference.

The Customer may install and use of Company-owned compression equipment at the Customer's operated and owned or leased CNG facility, excluding equipment to be installed on motor vehicles. A suitable Service Agreement shall be entered into with the Customer and such Service Agreement will detail the size, type, value and site requirements of all necessary compression equipment to be provided, installed, and maintained by the Company at the Customer's CNG facility. The Customer shall provide electrical service and power to such compression equipment. In addition to the charges listed in this Rate Schedule, the Customer shall agree to pay, on a monthly basis, a negotiated percentage ranging between 1.0% and 2.20% of the installed cost of the Company-owned compression equipment as listed in the Service Agreement hereunder. The Company may establish minimum criteria and contractual provisions for installing compression equipment to justify the required investment in the Customer's installation, and may discontinue service hereunder and remove all Company-owned equipment installed at the Customer's premises upon thirty days' written notice to the Customer if, at the sole discretion of the Company, such contractual provisions are not being fulfilled. In the event that service is discontinued under such circumstances, all amounts due the Company shall be paid, including the Monthly Customer Charge for the term of the Service Agreement.

3. Certification to Receive CNG Service From Company-owned Facilities

The Customer must be certified by the Company to receive CNG service from designated Company-owned facilities. In order for the Customer to obtain certification by the Company, the Customer must 1) present to the Company evidence that each vehicle to be fueled for the Customer by the Company has been properly certified within the state that the vehicle is registered for use of CNG as motor fuel, 2) obtain an inspection of each vehicle to be fueled for the Customer by the Company by designated Company personnel and satisfy the Company's requirements of vehicle suitability for CNG fueling, and 3) obtain the proper identification and training required by the Company to receive CNG service. The Customer's certification for service will be for the period of one year, with renewal available upon fulfilling the requirements for certification as stated herein. Any maintenance or repair of any vehicle to be fueled for the Customer by the Company will be the responsibility of the Customer, including any maintenance or repair needed to meet the requirements of certification by the Company.

RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

Effective 7/1/2011



**RATE 425
RATE FOR GAS SERVICE
GENERAL SERVICE - LARGE**

No. 1 of 2 Sheets

TO WHOM AVAILABLE

This Rate is available only to Commercial and Industrial Customers whose daily demands do not exceed 10,000 Dth for any use under the General Rules and Regulations Applicable to Gas Service. A contract is required for Customers with daily demands at or above 50 Dth. This rate schedule is available to those Customers located in Zones A, B, C, D and E.

CHARACTER OF SERVICE

Service under this rate shall be considered firm service. Customer will be billed under this Rate for the use of the Company's delivery system. Customer will also be billed under this Rate for commodity gas delivered by the Company, unless the customer elects to purchase gas commodity from (1) a Choice marketer pursuant to Rider 480, or (2) the Company pursuant to Rider 481.

RATE

The rate for gas delivery service and gas supplied hereunder shall consist of a Customer Charge, a Distribution Charge and applicable Riders, as listed in Appendix A. The Customer Charge, and Distribution Charge are as follows:

Customer Charge

\$250.00 per month

Distribution Charge

\$0.06010 per therm for the first 6,000 therms used per month
\$0.05710 per therm for the next 24,000 therms used per month
\$0.05010 per therm for the next 60,000 therms used per month
\$0.04510 per therm for all over 90,000 therms used per month

MINIMUM PAYMENT

The Customer's minimum monthly payment under this rate schedule shall be the Customer Charge

Effective 7/1/2011



RATE 425
RATE FOR GAS SERVICE
GENERAL SERVICE - LARGE

No. 2 of 2 Sheets

CONTRACT

A properly executed contract, if required, is necessary before any service may be taken under this rate schedule.

Any Customer requesting new or increased service of 50 Dth or more under this rate shall execute a written contract for service for a period of not less than one year, specifying a maximum daily quantity of gas which the Company is obligated to deliver. Such contract shall continue in effect from year to year thereafter.

METERING

Gas service furnished hereunder shall be measured as to maximum daily demand and volume by meters to be installed by the Company.

When required by the Company, the Customer will supply a suitable fireproof building or 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 heat, electric light, and such power as required by the Company for metering purposes.

RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

Effective 7/1/2011



RATE 428
RATE FOR GAS SERVICE
LARGE TRANSPORTATION AND BALANCING SERVICE

No. 1 of 15 Sheets

TO WHOM AVAILABLE

This is a rate available to Customers presently receiving gas service from the Company, whose gas requirements during the most recent calendar year average at least 200 Dth per day and to new or existing Customers presently utilizing an alternate fuel and/or adding additional load who shall certify in writing and demonstrates that their gas requirements will average at least 200 Dth per day.

Service hereunder is available to any aforesaid Customer, who shall enter into a mutually agreeable written contract for the delivery by the Company of quantities of natural gas obtained by the Customer from a source other than the Company and delivered to the Company for the purposes of service hereunder.

CHARACTER OF SERVICE

Service under this Rate shall be firm transportation service.

Firm balancing service shall be for amounts up to the firm balancing account injection / withdrawal rights under Company Balancing Service Category (A) and (B).

The customers in Zone A shall make all necessary agreements and obtain all necessary regulatory or governmental certificates or approvals to enable the gas transported under this Rate Schedule to be delivered to the Company at least one delivery point of the Company's existing delivery points (City Gates) within Zone A of Natural Gas Pipeline Company of America (NGPL), Trunkline Gas Company, ANR Pipeline Company, Crossroads Pipeline Company, Vector Pipeline L.P., and Northern Border and provided the Company's contractual arrangements and facilities are physically adequate to transport the contracted volumes to the facilities of the Customer. However, Customers in Zone A located in the Company's service territory where there is only one supplying pipeline are restricted for transportation service to deliveries in that pipeline.

The customers in Zone B shall make all necessary agreements and obtain all necessary regulatory or governmental certificates or approvals to enable the gas transported under this Rate Schedule to be delivered to the Company at least one delivery point of the Company's existing delivery points of Panhandle Eastern Pipeline Company, and ANR Pipeline Company, and provided the Company's contractual arrangements and facilities are physically adequate to transport the contracted volumes to the facilities of the Customer. However, Customers in Zone B located in the Company's service territory where there is only one supplying pipeline are restricted for transportation service to deliveries in that pipeline.

The customers in Zones C & D shall make all necessary agreements and obtain all necessary regulatory or governmental certificates or approvals to enable the gas transported under this Rate Schedule to be delivered to the Company at least one delivery point of the Company's existing delivery points of ANR Pipeline Company, and provided the Company's contractual arrangements and facilities are physically adequate to transport the contracted volumes to the facilities of the Customer. However, Customers in Zones C & D located in the

Effective 7/1/2011



RATE 428
RATE FOR GAS SERVICE
LARGE TRANSPORTATION AND BALANCING SERVICE

No. 2 of 15 Sheets

CHARACTER OF SERVICE (continued)

Company's service territory where there is only one supplying pipeline are restricted for transportation service to deliveries in that pipeline.

The customers in Zone E shall make all necessary agreements and obtain all necessary regulatory or governmental certificates or approvals to enable the gas transported under this Rate Schedule to be delivered to the Company at least one delivery point of the Company's existing delivery points of Crossroads Pipeline Company, and provided the Company's contractual arrangements and facilities are physically adequate to transport the contracted volumes to the facilities of the Customer. However, Customers in Zone E located in the Company's service territory where there is only one supplying pipeline are restricted for transportation service to deliveries in that pipeline.

The Company will be the sole determinant of pipeline delivery point capacity availability for transport quantities of natural gas. In the event there is greater forecasted demand for deliveries at any given City Gate than there is capacity available, such available capacity will be allocated to Customers in accordance with the curtailment allocation methodology established between by the Company as described below.

During a Critical Period as defined in Rider 431, the Company will have the right to further restrict the availability of approved delivery points to certain customers based on the customer's load, the capacity of the pipeline delivery point and the capacity within the Company's system.

Gas transported by the Company for a Customer contracting for service hereunder shall be for the sole and exclusive benefit of such Customer and shall not be available for resale except under the provisions of the Nomination Exchange and Imbalance Exchange Services of the Company's Gas Transportation Rate Schedules.

CAPACITY CURTAILMENT ALLOCATION

When sufficient capacity or quantities of gas are not available to the Company to meet existing and reasonably anticipated demands of Customers or to protect and replenish Company's storage reserves, which determinations shall be within Company's reasonable discretion, Customer shall, as provided herein and upon notice from Company, curtail use of gas to such extent and during such periods as Company shall specify.

Customer must curtail to plant protection levels upon two hour notice from Company directing Curtailment of Gas Service under this Rate Schedule. Plant protection level shall be the minimum quantity of gas required by Customer to prevent endangering the health or safety of personnel, or to prevent material damage to Customer's facilities, equipment or other property. This includes the protection of such material currently in process at the time a Curtailment is called which would otherwise be destroyed, but shall not include Gas Service required to maintain plant production.

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CAPACITY CURTAILMENT ALLOCATION (continued)

When NIPSCO has curtailed to the Plant Protection Level as agreed to by NIPSCO and the Customer, or if NIPSCO is required to reduce volumes below plant protection level to insure customer health and safety and the integrity of NIPSCO's gas system is not compromised, any gas used by the customer above the limitations requested shall be subject to the penalty provisions of Rule 13.9 in the Company's General Rules and Regulations.

CONTRACT

Any Customer requesting service hereunder shall enter into a written contract with the Company for an initial period of one (1) year, or such other period as shall be mutually agreeable to the parties, and such contract shall continue from month to month thereafter unless canceled by either party giving to the other sixty (60) days' prior written notice of the termination of such contract at the end of the initial period or any monthly period thereafter.

DELIVERY OF GAS BY THE COMPANY

All gas delivered by the Company to a Customer under this Rate Schedule shall be subject to an unaccounted for gas adjustment specified in Appendix E.

The Company will allow a Customer to change nominations daily. Daily changes in nominations must be supplied to the Company no later than the time required for such nominations by the delivering pipeline(s).

The Company acknowledges that the volume of natural gas of Customer-owned gas delivered to the Company in any day, as adjusted for unaccounted for gas, may not, due to operating conditions, equal the amount of gas consumed by the Customer in the same day. However, the Company requires all Customers to be administratively in balance on a daily basis utilizing services provided under this Rate Schedule and/or other applicable rates.

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IMBALANCES

The Company requires all Customers to be administratively balanced on a daily basis. Daily administrative balancing is accomplished through the use of services available as follows:

- A. For Customers whose annual average daily gas requirements are 3,000 Dth per day or greater. Daily balancing for transportation Customers as set forth herein will be provided by:
 - 1. Nomination Exchange Service
 - 2. Imbalance Exchange Service
 - 3. Company Balancing Service Category (A)
 - 4. Interruptible Gas Overtake Service and Nominated Interruptible Gas Overtake Service
 - 5. Imbalance Netting Option
- B. For Customers whose annual average daily gas requirements are less than 3,000 Dth per day. Daily balancing for transportation Customers as set forth herein will be provided by:
 - 1. Nomination Exchange Service
 - 2. Company Balancing Service Category (B)
 - 3. Interruptible Gas Overtake Service and Nominated Interruptible Gas Overtake Service
 - 4. Imbalance Netting Option
- C. For Customers whose annual average daily gas requirements are less than 3,000 Dth per day, and request Category (A) services. Daily balancing for transportation Customers as set forth herein will be provided as detailed for Category (A) above for a minimum term of one (1) year.

METERING REQUIREMENTS

As a condition of selecting balancing for either A or C, the Customer will have a daily meter recording device which will be installed by the Company at the Customer's expense. The Company may, on a non-discriminatory basis, require Customer to furnish access to a phone line.

NOMINATION EXCHANGE SERVICE

Nomination Exchange Service will be available to those Customers in Categories (A), (B), or (C).

Under the scheduling provisions of this Rate, Customers are required to make final scheduling nominations at the same times required by the delivering pipeline(s) prior to the start of the gas day in order to meet the schedule confirmation deadlines of the delivering pipelines connected to the Company including interruptible balance account injection/withdrawal scheduling as more fully explained in the description of Company

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NOMINATION EXCHANGE SERVICE (continued)

Balancing Service Category (A). In order to provide Customers with more flexibility in their supply management, the Company will allow Customers or their authorized agents to exchange gas between each other or their authorized agents at the City Gate and thus adjust their scheduled transportation receipts and deliveries on the Company's system up to two (2) hours prior to the end of each gas day.

Each Customer (the Buyer and the Seller) will be charged ten dollars (\$10.00) for each day in which they make trades. Trading between Customers is limited to Customers in the same Zone and must result in no change in confirmed scheduled nominations at the City Gate between the Company and delivering pipelines. Scheduled balance account injections or withdrawals are considered Customer-specific confirmed nominations and cannot be changed under this service. The Company will also accept prearranged buy/sell transactions between parties provided both parties or their authorized agents provide the Company binding acknowledgment of such trade by the trading deadline. The Company will not take title to any Customer-owned gas which is exchanged

under this service, and all transactions will occur at the City Gate. The Company must receive binding confirmation from all Customers involved in an exchange transaction prior to the exchange deadline.

IMBALANCE EXCHANGE SERVICE

Imbalance Exchange Service will be available to those Customers in Categories (A) or (C).

From time to time Customers will over a day consume an amount of gas which is different from the quantity of gas delivered to the Company, adjusted for unaccounted for gas, on that day for the Customers' accounts. In order to provide Customers with more flexibility in their supply management, the Company will permit Customers or their authorized agents to exchange imbalances on the Company's system for the gas day just ended, thus allowing Customer's retroactive adjustments to their transportation receipts and deliveries on the Company's system. Exchange transactions between Customers must be completed during a period commencing at the end of the gas day and continuing until 3:00 p.m. CST that same gas day.

Each customer (the Buyer and the Seller) will be charged ten dollars (\$10.00) for each day in which they make trades. Trading between Customers is limited to Customers in the same Zone and must result in no change in confirmed allocated gas deliveries between the Company and delivering pipelines. Scheduled balance account injections or withdrawals are considered Customer-specific confirmed nominations and cannot be changed under this service. The Company will accept prearranged buy/sell transactions between parties provided both parties or their authorized agents provide the Company binding acknowledgment of such trade by the trading deadline. The Company will not take title to any Customer-owned gas which is exchanged under this service, and all transactions will occur at the City Gate. The Company must receive binding confirmation from all Customers involved in an exchange transaction prior to the 3:00 p.m. CST deadline.

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COMPANY BALANCING SERVICE CATEGORY (A)

The Company will make available each day firm Balancing Service up to the balancing account capacity and injection/withdrawal limits, to those Customers who still have a daily imbalance after exchanging imbalances with other Customers. By April 1 of every year, upon thirty (30) days' written notice to the Company, each Customer will select a balancing account limit which includes the firm balancing account capacity limit and the firm daily injection/withdrawal limit to be effective on April 1. A Customer will have an opportunity to change the balance account limit effective October 1, upon thirty (30) days' written notice to the Company prior to the effective date. The Company may waive the thirty (30) days' notice period at its sole discretion. Initially, the maximum balancing account capacity limit available to each Customer shall be the Customer's average daily use recorded during the previous calendar year. The firm daily injection/withdrawal limit shall be the capacity limit divided by fifty-seven (57). The monthly fee for balancing account capacity shall be 2.6 cents per therm of capacity. In determining Customer's maximum daily use, the Company may adjust for unusual levels of usage resulting from extended nonrecurring operational events. New Customers will be assigned a maximum balancing account capacity limit by the Company. The maximum balancing account capacity available for all Category (A) Balancing Service is limited to the total of the average daily use of all transportation Customers eligible for Category (A) Balancing Service recorded during previous calendar year. If all Customers do not select their maximum balancing account capacity limit, any remaining capacity shall be made available to other Category (A) Customers on a first come first served basis.

On days when Customer's actual consumption of gas is less than their allocated quantities of natural gas at the City Gate, adjusted for unaccounted for gas, Customers will be allowed to build a positive balancing account up to the balancing account limit on a firm no-notice basis up to the firm injection limit and on an interruptible no-notice basis above the limit. The commodity charge for such service will depend on the amount of the undertake in accordance with the balancing charge table below.

On days when Customer's actual consumption of gas is greater than their allocated quantities of natural gas at the City Gate, adjusted for unaccounted for gas, Customers will be allowed to withdraw gas from their balancing account on a no-notice firm basis up to their firm withdrawal limit and an interruptible no-notice basis, above the limit, provided the Customer has a positive balance in the balancing account. The commodity charge for such service will depend on the amount of the overtake in accordance with the balancing charge table below.

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COMPANY BALANCING SERVICE CATEGORY (A) (continued)

Customers may schedule injections and withdrawals from their balancing accounts. The availability of injections and withdrawals will be interruptible and therefore, the scheduling of injections or withdrawals from a Customer's balancing account must be approved by the Company in time to make pipeline nominations. The Customer is responsible to assure that such scheduled injections or withdrawals remain within their balancing account limits. In the event that such scheduled injections or withdrawals cause the Customer to exceed the balancing account limits (over or under), the daily cash out or Interruptible Gas Overtake Service provisions of this Rate Schedule will apply. Scheduled injections and withdrawals are included as part of a Customer's daily scheduled nominated quantity.

Customers will be subject to the balancing charges for all no-notice injections into the balancing account and no-notice withdrawals from the balancing account in accordance with the balancing charge table below. There will be no charge for scheduled injections and withdrawals from the balancing account provided such scheduled injections or withdrawals do not cause the Customer to exceed their balancing account limits (over or under).

<u>Percent of Daily Nomination</u>	<u>Balancing Charge</u>
+/(0% to 4.99%)	0.0 cents per therm
+/(5% to 9.99%)	0.0 cents per therm plus the allocated pipeline penalty charge, if any.
+/(10% to 20%)	the greater of 3.2 cents per therm, or the allocated pipeline penalty charge, if any.
over +/- 20%	the greater of 10.6 cents per therm or the allocated pipeline penalty charge, if any.

Balancing charges above are credited to the GCA customers.

Quantities of natural gas assessed the balancing charge listed in the table above or scheduled for redelivery will be added or subtracted from a Customer's balancing account as appropriate up to the balancing account limit.

The Company does not allow negative account balances. Therefore, in the event that a Customer overtakes gas and no quantities of natural gas are available in the balancing account such gas will be sold to the Customer by the Company under the no-notice Interruptible Gas Overtake Service and Nominated Interruptible Gas Overtake Service provisions of this Rate Schedule if available or under the provisions of Rider 431.

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COMPANY BALANCING SERVICE CATEGORY (A) (continued)

For Customers in Zone A, in the event the balancing account limit is exceeded, the volume of undertake gas in excess of the allowable balancing limit will be cashed out for that day at the daily cash out price. The daily cash out price shall be calculated as the daily price posted in "Gas Daily" daily Chicago City-gate Midpoint minus a cash out fee of 30 percent of the "Gas Daily" daily Chicago City-gate Midpoint Price. In the event the Company declares a critical undertake day, the daily cash-out price shall be 50 percent of the "Gas Daily" daily Chicago City-gate Midpoint Price. Daily cash out fees and penalties are credited to the GCA customers.

For Customers in Zones B, C, D and E, in the event the balancing account limit is exceeded, the volume of undertake gas in excess of the allowable balancing limit will be cashed out for that day at the daily cash out price. The daily cash out price shall be calculated as the daily price posted in "Gas Daily" daily Mich Con City-gate Midpoint minus a cash out fee of 30 percent of the "Gas Daily" daily Mich-Con City-gate Midpoint Price. In the event the Company declares a critical undertake day, the daily cash-out price shall be 50 percent of the "Gas Daily" daily Mich Con City-gate Midpoint Price. Daily cash out fees and penalties are credited to the GCA customers.

Customers will be allowed to carry-over from one month to the next any balancing account amount up to their elected balancing account limit.

INTERRUPTIBLE GAS OVERTAKE SERVICE AND NOMINATED INTERRUPTIBLE GAS OVERTAKE SERVICE

Interruptible gas overtake service and nominated interruptible gas overtake service will be available to those Customers in Categories (A), (B) or (C).

Should a Customer not nominate, or take gas on any day which exceeds the Customer's nomination after adjustments for imbalance exchanges, scheduled deliveries from a storage agreement, and permitted scheduled or automatic redeliveries from the Customer's balancing account, said overtake will be a no-notice gas sales by the Company as Interruptible Gas Overtake Service, if available. This gas will be delivered to the Customer at NIPSCO's City Gate.

A Customer may elect to take service under the Company's Nominated Interruptible Overtake Service, such service to be nominated to the Company within the timeframe required for nominations for customer-owned gas, or at the discretion of the Company a lesser timeframe, the quantities of natural gas desired for service to be delivered to the Customer as Nominated Interruptible Gas Overtake Service by the Company. The Company, in any case, reserves the sole and exclusive right hereunder to accept or not accept nominations for Nominated Interruptible Gas Overtake Service. All quantities of natural gas nominated by the Customer and delivered by the Company shall be considered taken by the Customer in the gas day requested by the Customer and accepted by the Company.

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INTERRUPTIBLE GAS OVERTAKE SERVICE AND NOMINATED INTERRUPTIBLE GAS OVERTAKE SERVICE (continued)

No-notice gas overtakes under Interruptible Gas Overtake Service will be billed to the Customer at a daily overtake price.

For customers in Zone A in the Company's service territory, the daily overtake price shall be calculated as the daily price posted in "Gas Daily" daily Chicago City-gate Midpoint Price plus a no-notice fee of 30 percent of the "Gas Daily" daily Chicago City-gate Midpoint Price, and/or the allocated pipeline penalty charge if any, plus the applicable Transportation Charge on the Company's system.

For customers in Zones B, C, D and E, no-notice gas overtakes under Interruptible Gas Overtake Service shall be calculated as the daily price posted in "Gas Daily" daily Mich Con City-gate Midpoint Price plus a no-notice fee of 30 percent of the "Gas Daily" daily Mich Con City-gate Midpoint Price, and/or the allocated pipeline penalty charge if any, plus the applicable Transportation Charge on the Company's system.

No-notice fees and pipeline penalty charges are credited to the GCA customers.

Customer agrees, by taking service under this no-notice Interruptible Overtake Service provision, that it will utilize this service to manage only daily overtakes and/or curtailments or interruptions in its transport from its supplying pipelines.

For customers in Zone A, if the Customer's overtake in any day to be billed under this provision is in excess of 20% of the Customer's total daily take of gas, the no-notice fee for that day will be increased to 40 percent of the "Gas Daily" daily Chicago City-gate Midpoint Price, for all gas provided under this provision in excess of 20% of the Customer's total daily take of gas. At the Company's discretion, the Customer may be assessed allocated pipeline penalty charges. No-notice fees and pipeline penalty charges are credited to the GCA customers.

For customers in Zones B, C, D and E, if the Customer's overtake in any day to be billed under this provision is in excess of 20% of the Customer's total daily take of gas, the no-notice fee for that day will be increased to 40 percent of the "Gas Daily" daily Mich Con City-gate Midpoint Price for all gas provided under this provision in excess of 20% of the Customer's total daily take of gas. At the Company's discretion, the Customer may be assessed allocated pipeline penalty charges. No-notice fees and pipeline penalty charges are credited to the GCA customers.

Nominated gas overtakes under Nominated Interruptible Gas Overtake Service will be billed to the Customer at a daily overtake price.

For customers in Zone A, the daily nominated overtake price shall be calculated as the daily price as in "Gas Daily" daily Chicago City-gate Midpoint Price, plus 5 percent of the "Gas Daily" daily Chicago City-gate

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INTERRUPTIBLE GAS OVERTAKE SERVICE AND NOMINATED INTERRUPTIBLE GAS OVERTAKE SERVICE (continued)

Midpoint Price for on time nomination or mutually agreed upon charge per therm for late notice, plus the applicable Transportation Charge on the Company's system.

For customers in Zones B, C, D and E, nominated gas overtakes under Nominated Interruptible Gas Overtake Service shall be priced at the "Gas Daily" daily Mich Con City-gate Midpoint Price if applicable, as determined by the Company at the beginning of each month for each Zone.

Interruptible gas overtake service mark up percentage will be credited to the GCA customers.

The Company shall notify the Customer of its intention to begin delivery of gas, to make any material change in the rate of 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 this service, whether due to the lack of advance notice or otherwise. Customer agrees, by taking service under no-notice Interruptible Gas Overtake Service and Nominated Interruptible Gas Overtake Service provisions, that it can and will promptly curtail or cease the take of gas hereunder within the above notice period. If no-notice Interruptible Gas Overtake Service and Nominated Interruptible Gas Overtake Service are interrupted or curtailed and the Customer continues to take gas, service will be deemed supplied under the provisions of Rider 431.

COMPANY BALANCING SERVICE CATEGORY (B)

The Company will make available each day firm Balancing Service up to the balancing account capacity and injection/withdrawal limits, to those Customers in Category (B) who still have a daily imbalance after exchanging nominations with other Customers. By April 1 of each year, upon thirty (30) days' written notice the Company, Customers as set forth in Category (B) above, will select a balancing account limit which includes the firm balancing account capacity limit and the firm daily injection/withdrawal limit to be effective on April 1. A Customer will have an opportunity to change the balance account limit effective October 1, upon thirty (30) days' written notice to the Company prior to the effective date. The Company may waive the thirty (30) days' notice period at its sole discretion. Initially, the maximum balancing account capacity limit available to each Customer shall be two (2) times the Customer's maximum daily use recorded during the previous calendar year. The firm daily injection/withdrawal limit shall be the capacity limit divided by fifty-seven (57). The monthly fee for balancing account capacity shall be 2.6 cents per therm of capacity. In determining Customer's maximum daily use, the Company may adjust for unusual levels of usage resulting from extended nonrecurring operational events. New Customers will be assigned a maximum balancing account capacity limit

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COMPANY BALANCING SERVICE CATEGORY (B) (continued)

by the Company. The maximum balancing account capacity limit available for all Category (B) Balancing Service is limited to the total of two (2) times the maximum daily use of all transportation Customers eligible for Category (B) Balancing Service recorded during previous calendar year. If all Customers do not select their maximum balancing account limit, any remaining capacity shall be made available to other Category (B) Customers on a first come first served basis.

On days when Customer's actual consumption of gas is less than their allocated quantities of natural gas at the City Gate, adjusted for unaccounted for gas, Customers will be allowed to build a positive balancing account up to the balancing account limit on a firm no-notice basis up to the firm injection limit and on an interruptible no-notice basis above the limit. The commodity charge for such service will depend on the amount of the undertake in accordance with the balancing charge table below.

On days when Customer's actual consumption of gas is greater than their allocated quantities of natural gas at the City Gate, adjusted for unaccounted for gas, Customers will be allowed to withdraw gas from their balancing account on a no-notice firm basis up to their firm withdrawal limit and an interruptible no-notice basis, above the limit, provided the Customer has a positive balance in the balancing account. The commodity charge for such service will depend on the amount of the overtake in accordance with the balancing charge table below.

Customers may schedule injections and withdrawals from their balancing accounts. The availability of injections and withdrawals will be interruptible and therefore, the scheduling of injections or withdrawals from a Customer's balancing account must be approved by the Company in time to make pipeline nominations. The Customer is responsible to assure that such scheduled injections or withdrawals remain within their balancing account limits. In the event that such scheduled injections or withdrawals cause the Customer to exceed the balancing account limits (over or under), the daily cash out or Interruptible Gas Overtake Service provisions of this Rate will apply. Scheduled injections and withdrawals are included as part of a Customer's daily scheduled nominated quantity.

Customers will be subject to the balancing charges for all no-notice injections into the balancing account and no-notice withdrawals from the balancing account in accordance with the balancing charge table below. There will be no charge for scheduled injections and withdrawals from the balancing account provided such scheduled injections or withdrawals do not cause the Customer to exceed their balancing account limits (over or under).

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COMPANY BALANCING SERVICE CATEGORY (B) (continued)

<u>Percent of Daily Nomination</u>	<u>Balancing Charge</u>
+/- (0% to 9.99%)	0.0 cents per therm
+/- (10% to 20%)	3.2 cents per therm and/or the allocated pipeline penalty charge if any
over +/- 20%	10.6 cents per therm and/or the allocated pipeline penalty charge if any

Balancing charges above are credited to the GCA customers. Quantities of natural gas assessed the balancing charge listed in the table above or scheduled for redelivery will be added or subtracted from a Customer's balancing account as appropriate up to the balancing limit.

The Company does not allow negative account balances. Therefore, in the event that a Customer overtakes gas and no quantities of natural gas are available in the balancing account such gas will be sold to the Customer by the Company under the no-notice Interruptible Gas Overtake Service and Nominated Interruptible Gas Overtake Service provisions of this Rate if available or under the provisions of Rider 431

For customers in Zone A, in the event the balancing account limit is exceeded, the quantity of undertake gas in excess of the allowable balancing limit will be cashed out for that day at the daily cash out price. The daily cash out price shall be calculated as the daily price posted in "Gas Daily" daily Chicago City-gate Midpoint Price minus a cash out fee of 30 percent of the "Gas Daily" daily Chicago City-gate Midpoint Price, and/or the allocated pipeline penalty charge if any. In the event the Company declares a critical undertake day, the daily cash-out price shall be 50 percent of the "Gas Daily" daily Chicago City-gate Midpoint Price.

For customers in Zones B, C, D and E, in the event the balancing account limit is exceeded, the quantity of undertake gas in excess of the allowable balancing limit will be cashed out for that day at the daily cash out price. The daily cash out price shall be calculated as the daily price posted in "Gas Daily" daily Mich Con City-gate Midpoint Price minus a cash out fee of 30 percent of the "Gas Daily" daily Mich Con City-gate Midpoint Price, and/or the allocated pipeline penalty charge if any. In the event the Company declares a critical undertake day, the daily cash-out price shall be 50 percent of the "Gas Daily" daily Mich Con City-gate Midpoint Price.

At the Company's discretion, the Customer may be assessed the allocated pipeline penalty charge. Cash out fees are credited to the GCA customers.

Customers will be allowed to carry-over from one month to the next any balancing account amount up to their elected balancing account limit.

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IMBALANCE NETTING OPTION

Imbalance netting option will be available to those Customers in Categories (A), (B) or (C).

A Customer may elect to participate in an imbalance netting pool which shall entitle Customer to have daily over- and under-take imbalances netted within an aggregated pool. Such aggregated pool quantity of natural gas shall be considered as one volume for the calculation of balancing charges, as defined under the Company Balancing Service Categories herein, except as defined during a Critical Period. The Imbalance Netting Option is available to all customers entitled to service under this Rate. Category B customers may participate in an imbalance netting pool only when all customers in the pool are Category B customers and are in the same zone. The imbalance netting pool shall be managed by a "Pool Operator" designated by Customer which can be the Company or a third party. If Customer designates a third party to be a "Pool Operator," such "Pool Operator" shall have authority to apply and utilize, on behalf of the pool, any and all balancing services available under this tariff to manage the imbalances of the pool so long as such "Pool Operator" has entered into a written agreement with the Company for imbalance netting service. If Customer designates the Company as its "Pool Operator," Customer shall enter into an agreement with the Company for imbalance netting service. "Pool Operator" agreements entered into by the Company shall contain confidential charges and terms and conditions. Negotiated contracts may be filed with the Commission under appropriate confidentiality procedures. If the Customer does not take all of its gas requirements within a single imbalance netting pool, then the Customer and the Company shall agree in writing in advance as to the allocation of imbalances among the Customer's gas supplies and imbalance netting pools.

During a Critical Period, as defined under Rider 431, Temporary Emergency Service, Customer shall be assessed individually for Balancing Charges, as defined herein. Provided, however, if Customer is in a balancing position that is beneficial to Company's system, as determined by the Company in its reasonable discretion, Customer shall not be assessed a Balancing Charge. Gas supply charges during a Critical Period shall be evaluated and assessed net of the aggregated pool usage as defined herein and in accordance with Rider 431.

A Customer who elects to participate in an imbalance netting pool must enter into a Customer Pooling Agreement substantially in the form attached to this Rate. Such agreement shall become an attachment to Customer's current transportation agreement with Company. Customer's designation of a "Pool Operator" shall remain in effect until it is revoked, in writing, or a new Customer Pooling Agreement is received by Company.

Any such designations and/or revocations must be received in writing by Company, by the ninth (9th) working day prior to the end of the month to effectuate such change for the following month. Said designation and/or revocation shall not be effective until acknowledged by Company. Any application to participate in an imbalance netting pool submitted hereunder must be agreed to by Company and be consistent with Company's contractual and operational requirements, as determined by Company in its reasonable discretion. Company shall approve a third party "Pool Operator" provided either it submits proof of adequate financial

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IMBALANCE NETTING OPTION (continued)

responsibility for any charges assessed to the Pool, or the customers in the Pool guarantee payment of any charges assessed to the Pool.

A Pooling Agreement Fee of \$50.00 per month shall apply for each month that Customer is in an imbalance netting pool.

RATE

Customer Charge

\$350.00 per month

Administrative Charges for Balancing Services

\$1,325.00 per month for Customers in Category (A)

\$550.00 per month for Customers in Category (B)

\$1,325.00 per month for Customers in Category (C)

Transportation Charge

\$0.02626 per therm for the first 300,000 therms delivered in the month

\$0.00826 per therm for all over 300,000 therms delivered in the month

Nomination Exchange Service Charges

As set forth in detailed section

Imbalance Exchange Service Charges

As set forth in detailed section

Balancing Charges

As set forth in detailed section

Interruptible Gas Overtake Service Charges

As set forth in detailed section.

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RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

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RATE 430
RATE FOR GAS SERVICE
LARGE VOLUME NEGOTIATED SALES SERVICE

No. 1 of 4 Sheets

TO WHOM AVAILABLE

This is a Rate Schedule available to Commercial and Industrial Customers in Zones A, B, C, D and E whose annual gas requirements will average at least 200 Dekatherms (Dth) per day, or in the case of a new Customer or a Customer increasing gas requirements, the Customer shall certify that its annual gas requirements will average at least 200 Dth per day.

CHARACTER OF SERVICE

Service hereunder is available to Customers for firm or interruptible, service, and full or partial requirements for natural gas as stated in the Customer's Service Agreement. Customers requesting service for partial requirements must take the remainder of their gas requirements under the Company's applicable rate schedules for gas service. For Customers taking service hereunder in conjunction with any of the Company's transportation rate schedules, any gas served to the Customer under this Rate Schedule shall be considered first through the meter for billing purposes, unless otherwise agreed to between the Customer and the Company.

In order for the Company to properly arrange for procurement of supply, price and manage the daily supply for Customers for receiving service hereunder, the Company shall require that the Customer provide to the Company, as part of the Service Agreement under this rate schedule, Operating Plans and Average Daily Contract Quantities for each month of the contract period for service hereunder. The operating plans will consist of a schedule of daily quantity of natural gas of gas to be supplied to the Customer by the Company under this rate schedule for each day of each month of the contract period. The Average Daily Contract Quantity will be a calculated value for each month of the contract period based on the submitted operating plans and number of days in the month.

Customers may submit changes to the monthly operating plans five (5) days prior to the time that nominations are required by the Company's delivering pipelines. Daily changes in operating plans must be supplied to the Company no later than the time required for nominations by the delivering pipeline(s). Operating plans must be resubmitted by Customers thirty (30) days prior to the beginning of each year that contracts are renewed for service under this Rate Schedule.

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RATE 430
RATE FOR GAS SERVICE
LARGE VOLUME NEGOTIATED SALES SERVICE

No. 2 of 4 Sheets

CHARACTER OF SERVICE (continued)

The Company will use the operating plans and Average Daily Contract Quantities as submitted with contracts by Customers receiving service hereunder, to determine the appropriate level of market based pricing for services required to manage the daily use of natural gas of the Customers receiving service under this rate schedule. Therefore, Customers should use due diligence to minimize daily variances between their projected and actual operating plans to ensure the best available pricing of their gas service under this Rate Schedule. During critical periods of operation on the Company's gas supply system or on its supplying pipelines, Customers may be limited to their daily operating plan. In the event that during a critical period the Customer takes gas in excess of its daily operating plan, the Company will, so far as practicable, undertake to proportionately allocate among its Customers gas supplies as may be available, otherwise, service in excess of the Customer's daily operating plan or available supplies will be deemed supplied under the provisions of Rider 431. The Company shall notify the Customer of the occurrence of such critical period and availability of supplies as far as practicable in advance of, and in any event not less than thirty (30) minutes before, the beginning or discontinuance of such critical period of operations on the Company's gas supply system or on its supplying pipelines. Customer's may not make further changes to their operating plans once the notification of the critical period has been made due to the limitations on the Company's supply system during these critical times.

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

Supply and Delivery Charges

The Supply and Delivery charge will be an individually negotiated charge, such charge to be set forth in each customer Service Agreement. This Supply and Delivery charge shall include Gas Supply Charges, Transportation Charges, Fuel Use Charges, and Delivery Charges. The Delivery Charge shall not be less than the transportation charge under the previous Rate Schedule 328 applicable to the Customer (See Below).

Transportation Charges (from previous Rate Schedule 328)

\$0.03070 per therm for the first 300,000 therms delivered in the month

\$0.00960 per therm for all over 300,000 therms delivered in the month

Effective 7/1/2011



RATE 430
RATE FOR GAS SERVICE
LARGE VOLUME NEGOTIATED SALES SERVICE

No. 3 of 4 Sheets

MINIMUM PAYMENT

The Customer's minimum monthly payment under this Rate Schedule shall be the Customer charge, unless otherwise negotiated in the Qualifying Customer's Service Agreement.

GENERAL TERMS AND CONDITIONS OF SERVICE

1. Service Agreement

A properly executed Service Agreement is necessary before any service may be taken under this Rate Schedule.

Customer shall execute a Service Agreement for a period of not less than one year or until the termination of this experimental service, whichever is less. Upon execution of the Service Agreement, Customer shall supply to the Company an annual gas requirements plan that the Company is obligated to deliver. The annual plan shall specify the daily requirements, by month, and the Maximum Daily Quantity (MDQ) and Average Daily Quantity (ADQ) for each month.

The Customer agrees not to take nor request gas service in lieu of the service specified in the Service Agreement under this tariff for the term of the Service Agreement. Service Agreement entered into hereunder shall be submitted to the Indiana Utility Regulatory Commission, as required, and shall be effective upon submission. All said contracts shall be treated on a confidential basis by all parties.

2. Interruptibility of Service

The Company shall have the right at any time, and from time to time, to interrupt or limit the delivery of gas to the Customer hereunder whenever the Company does not have, for any reason, sufficient capacity at any point in its distribution system to maintain adequate service to its general gas customers and to render transportation service hereunder. When, due to such operational constraints, interruption or limitation of service hereunder is invoked by the Company, it will invoke such interruption or limitation ratably among Customers receiving service hereunder, affecting such operational constraints.

3. Metering

Gas service furnished hereunder shall be measured as to maximum daily demand and volume by meters to be installed by the Company. Each meter shall be considered by itself in calculating the amount of any bills except when, for the convenience of the Company, more than one meter is installed on the same class of service in the same premises for the same Customer in which case the sum of the registrations shall in all cases be taken as the total registration.

Effective 7/1/2011



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GENERAL TERMS AND CONDITIONS (continued)

When required by the Company, the customer shall supply a fireproof building or 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 heat, electric light, and such power as required by the Company for metering purposes.

4. Definitions

The term "cubic foot" shall mean the volume of gas which occupies one cubic foot when such gas is at a temperature of 60° F, and at a pressure of 14.65 pounds per square inch absolute.

The term "British thermal unit" shall mean the amount of heat required to raise the temperature of one pound of water 1° F at 60° F.

The term "Average Daily Quantity" (ADQ) shall mean the average quantity of gas specified in the Customer's annual plan for a particular calendar month.

5. Rules and Regulations

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

Effective 7/1/2011



RIDER 431
COMMERCIAL AND INDUSTRIAL TEMPORARY EMERGENCY SERVICE RIDER

No. 1 of 2 Sheets

TO WHOM AVAILABLE

Available for Temporary Emergency Gas Service to replace the alternate fuel supply and/or pipeline transportation service which have been impaired or interrupted for Commercial and Industrial Customers who have contracted for service under Rate 428, 430 or 438.

RATE

For customers in Zone A, three (3) times the "Gas Daily" daily Chicago City-Gate Midpoint pricing per therm for all gas supplied hereunder except that the charge will be \$6.00 per therm during any period identified by the Company as a Critical Period.

For customers in Zones B, C, D and E, three (3) times the "Gas Daily" daily Mich Con City-Gate Midpoint pricing per therm for all gas supplied hereunder except that the charge will be \$6.00 per therm during any period identified by the Company as a Critical Period.

TERMS AND CONDITIONS OF SERVICE

If, due to circumstances beyond the control of the Customer, the alternate fuel supply and/or pipeline transportation service upon which Customer relies is impaired or interrupted, the Company, may in its discretion, upon request of Customer, supply temporary emergency gas service hereunder during a period when, except for the provisions hereof, such service would not be available; provided the Company, in its sole judgment, determines it has a sufficient supply of gas for the purpose of furnishing such temporary emergency service.

Such temporary service shall be available only so long as the alternate fuel supply and/or pipeline transportation service continues to be impaired or interrupted or until, in the Company's opinion, sufficient time has elapsed to have permitted proper restoration of such alternate fuel supply and/or pipeline transportation service or until the Company's supply for such service becomes insufficient, whichever shall first occur. The quantity of gas made available during any such temporary emergency shall be determined by the Company and that quantity taken by Customer shall be billed hereunder.

Effective 7/1/2011



RIDER 431
COMMERCIAL AND INDUSTRIAL TEMPORARY EMERGENCY SERVICE RIDER

No. 2 of 2 Sheets

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.

Effective 7/1/2011



RATE 434A
RATE FOR GAS SERVICE
OFF-PEAK COMMERCIAL AND INDUSTRIAL INTERRUPTIBLE NEGOTIATED SERVICE

No. 1 of 3 Sheets

TO WHOM AVAILABLE

This Rate is available to Commercial and Industrial Customers for gas service on an interruptible basis when in the judgment of the Company, gas supplies are available for non-firm service, and its service facilities are adequate to render proper service to the Customer without impairing the quality of the Company's service to other customers.

Service hereunder is available to 1) customers who have functioning alternate fuel capability and/or 2) to off-peak seasonal processing customers who typically use 90% of their annual gas requirements during the off-peak period, such period defined as April 1 through November 30, which shall be verified by a representative of the Company, 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, by discontinuing their operations and/or utilizing alternate fuel facilities.

CHARACTER OF SERVICE

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.

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

The Commodity Charge will be comprised of a Delivery Charge and a Gas Supply Charge. The Commodity Charge may vary depending upon the customer's alternate fuel, i.e., (i) coal, (ii) #2 oil, (iii) #6 oil, (iv) propane, or (v) electricity, or (vi) off-peak seasonal processing, and will be individually negotiated within the terms of the Customer's Service Agreement.

MINIMUM PAYMENT

The Customer's minimum monthly payment under this rate schedule shall be the Customer Charge as stated in this Rate Schedule.

Effective 7/1/2011



RATE 434A
RATE FOR GAS SERVICE
OFF-PEAK COMMERCIAL AND INDUSTRIAL INTERRUPTIBLE NEGOTIATED SERVICE

No. 2 of 3 Sheets

GENERAL TERMS AND CONDITIONS OF SERVICE

A written Service Agreement between the Company and a Customer is required hereunder and 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, at the sole discretion of the Company, 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 shall be agreed upon by the Company and the Customer and specified in the agreement between them.

The Company shall notify the Customer of its intention to begin delivery of gas, to make any material change 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 30 minutes before, any such beginning of delivery, change in rate of delivery or discontinues 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.

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RATE 434A
RATE FOR GAS SERVICE
OFF-PEAK COMMERCIAL AND INDUSTRIAL INTERRUPTIBLE NEGOTIATED SERVICE

No. 3 of 3 Sheets

GENERAL TERMS AND CONDITIONS OF SERVICE (continued)

Any quantity of gas taken during periods of curtailment when notified by the company to curtail usage shall be subject to a penalty of \$10.00 per Dth, except that the charge will be \$60.00 per Dth 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.

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, which jeopardizes the operational integrity of all or a portion of the Company's system:

- (1) Any area of the Company's system is operating at or near design capacity;
- (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;
- (4) The Company's transmission, storage, and supply resources are being used at or near their maximum rated deliverability; and
- (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.

RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

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RATE 438
RATE FOR GAS SERVICE
GENERAL TRANSPORTATION AND BALANCING SERVICE

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TO WHOM AVAILABLE

This is a rate available to Customers presently receiving gas service from the Company, whose gas requirements during the most recent calendar year average at least 100 Dth per day and to new or existing Customers presently utilizing an alternate fuel and/or adding additional load who shall certify in writing and demonstrates that their gas requirements will average at least 100 Dth per day.

Service hereunder is available to any aforesaid Customer, who shall enter into a mutually agreeable written contract for the delivery by the Company of quantities of natural gas obtained by the Customer from a source other than the Company and delivered to the Company for the purposes of service hereunder.

CHARACTER OF SERVICE

Service under this Rate shall be firm transportation service.

Firm balancing service shall be for amounts up to the firm balancing account injection / withdrawal rights under Company Balancing Service Category (B).

The customers in Zone A shall make all necessary agreements and obtain all necessary regulatory or governmental certificates or approvals to enable the gas transported under this Rate Schedule to be delivered to the Company at least one delivery point of the Company's existing delivery points (City Gates) within Zone A of Natural Gas Pipeline Company of America (NGPL), Trunkline Gas Company, ANR Pipeline Company, Crossroads Pipeline Company, Vector Pipeline L.P., and Northern Border and provided the Company's contractual arrangements and facilities are physically adequate to transport the contracted volumes to the facilities of the Customer. However, Customers in Zone A located in the Company's service territory where there is only one supplying pipeline are restricted for transportation service to deliveries in that pipeline.

The customers in Zone B shall make all necessary agreements and obtain all necessary regulatory or governmental certificates or approvals to enable the gas transported under this Rate Schedule to be delivered to the Company at least one delivery point of the Company's existing delivery points of Panhandle Eastern Pipeline Company, and ANR Pipeline Company, and provided the Company's contractual arrangements and facilities are physically adequate to transport the contracted volumes to the facilities of the Customer. However, Customers in Zone B located in the Company's service territory where there is only one supplying pipeline are restricted for transportation service to deliveries in that pipeline.

The customers in Zones C and D shall make all necessary agreements and obtain all necessary regulatory or governmental certificates or approvals to enable the gas transported under this Rate Schedule to be delivered to the Company at least one delivery point of the Company's existing delivery points of ANR Pipeline Company, and provided the Company's contractual arrangements and facilities are physically adequate to transport the contracted volumes to the facilities of the Customer. However, Customers in Zones C and D located in

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CHARACTER OF SERVICE (Cont'd)

the Company's service territory where there is only one supplying pipeline are restricted for transportation service to deliveries in that pipeline.

The customers in Zone E shall make all necessary agreements and obtain all necessary regulatory or governmental certificates or approvals to enable the gas transported under this Rate Schedule to be delivered to the Company at least one delivery point of the Company's existing delivery points of Crossroads Pipeline Company, and provided the Company's contractual arrangements and facilities are physically adequate to transport the contracted volumes to the facilities of the Customer. However, Customers in Zone E located in the Company's service territory where there is only one supplying pipeline are restricted for transportation service to deliveries in that pipeline.

The Company will be the sole determinant of pipeline delivery point capacity availability for transport quantities of natural gas. In the event there is greater forecasted demand for deliveries at any given City Gate than there is capacity available, such available capacity will be allocated to Customers in accordance with the curtailment allocation methodology established by the Company as described below

During a Critical Period as defined in Rider 431, the Company will have the right to further restrict the availability of approved delivery points to certain customers based on the customer's load, the capacity of the pipeline delivery point and the capacity within the Company's system.

Gas transported by the Company for a Customer contracting for service hereunder shall be for the sole and exclusive benefit of such Customer and shall not be available for resale except under the provisions of the Nomination Exchange and Imbalance Exchange Services of the Company's Gas Transportation Rate Schedules.

CAPACITY CURTAILMENT ALLOCATION

When sufficient capacity or quantities of gas are not available to the Company to meet existing and reasonably anticipated demands of Customers or to protect and replenish Company's storage reserves, which determinations shall be within Company's reasonable discretion, Customer shall, as provided herein and upon notice from Company, curtail use of gas to such extent and during such periods as Company shall specify.

Customer must curtail to plant protection levels upon two hour notice from Company directing Curtailment of Gas Service under this Rate Schedule. Plant protection level shall be the minimum quantity of gas required by Customer to present endangering the health or safety of personnel, or to prevent material damage to Customer's facilities, equipment or other property. This includes the protection of such material currently in process at the time a Curtailment is called which would otherwise be destroyed, but shall not include Gas Service required to maintain plant production.

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CAPACITY CURTAILMENT ALLOCATION (continued)

When NIPSCO has curtailed to the Plant Protection Level as agreed to by NIPSCO and the Customer, or if NIPSCO is required to reduce volumes below plant protection level to insure customer health and safety and the integrity of NIPSCO's gas system is not compromised, any gas used by the customer above the limitations requested shall be subject to the penalty provisions of Rule 13.9 in the Company's General Rules and Regulations.

CONTRACT

Any Customer requesting service hereunder shall enter into a written contract with the Company for an initial period of one (1) year, or such other period as shall be mutually agreeable to the parties, and such contract shall continue from month to month thereafter unless canceled by either party giving to the other sixty (60) days' prior written notice of the termination of such contract at the end of the initial period or any monthly period thereafter.

DELIVERY OF GAS BY THE COMPANY

All gas delivered by the Company to a Customer under this Rate Schedule shall be subject to an unaccounted for gas adjustment specified in Appendix E.

The Company will allow a Customer to change nominations daily. Daily changes in nominations must be supplied to the Company no later than the time required for such nominations by the delivering pipeline(s).

The Company acknowledges that the volume of natural gas of Customer-owned gas delivered to the Company in any day, as adjusted for unaccounted for gas, may not, due to operating conditions, equal the amount of gas consumed by the Customer in the same day. However, the Company requires all Customers to be administratively in balance on a daily basis utilizing services provided under this Rate Schedule and/or other applicable rates.

IMBALANCES

The Company requires all Customers to be administratively balanced on a daily basis. Daily administrative balancing is accomplished through the use of services available as follows:

1. Nomination Exchange Service
2. Interruptible Gas Overtake Service and Nominated Interruptible Gas Overtake Service
3. Company Balancing Service Category (B)
4. Imbalance Netting Option

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METERING REQUIREMENTS

The Customer may request a daily meter recording device which will be installed by the Company at the Customer's expense. The Company may, on a non-discriminatory basis, require Customer to furnish access to a phone line.

NOMINATION EXCHANGE SERVICE

Under the scheduling provisions of this Rate, Customers are required to make final scheduling nominations at the same times required by the delivering pipeline(s) prior to the start of the gas day in order to meet the schedule confirmation deadlines of the delivering pipelines connected to the Company including interruptible balance account injection/withdrawal scheduling as more fully explained in the description of Company Balancing Service Category (B). In order to provide Customers with more flexibility in their supply management, the Company will allow Customers or their authorized agents to exchange gas between each other or their authorized agents at the City Gate and thus adjust their scheduled transportation receipts and deliveries on the Company's system up to two (2) hours prior to the end of each gas day.

Each Customer (the Buyer and the Seller) will be charged ten dollars (\$10.00) for each day in which they make trades. Trading between Customers is limited to Customers in the same Zone and must result in no change in confirmed scheduled nominations at the City Gate between the Company and delivering pipelines. Scheduled balance account injections or withdrawals are considered Customer-specific confirmed nominations and cannot be changed under this service. The Company will also accept prearranged buy/sell transactions between parties provided both parties or their authorized agents provide the Company binding acknowledgment of such trade by the trading deadline. The Company will not take title to any Customer-owned gas which is exchanged under this service, and all transactions will occur at the City Gate. The Company must receive binding confirmation from all Customers involved in an exchange transaction prior to the exchange deadline.

INTERRUPTIBLE GAS OVERTAKE SERVICE AND NOMINATED INTERRUPTIBLE GAS OVERTAKE SERVICE

Should a Customer not nominate, or take gas on any day which exceeds the Customer's nomination after adjustments for imbalance exchanges, scheduled deliveries from a storage agreement, and permitted scheduled or automatic redeliveries from the Customer's balancing account, said overtake will be a no-notice gas sales by the Company as Interruptible Gas Overtake Service, if available. This gas will be delivered to the Customer at NIPSCO's City Gate.

A Customer may elect to take service under the Company's Nominated Interruptible Overtake Service, such service to be nominated to the Company within the timeframe required for nominations for customer-owned gas, or at the discretion of the Company a lesser timeframe, the quantities of natural gas desired for service to be delivered to the Customer as Nominated Interruptible Gas Overtake Service by the Company. The Company, in any case, reserves the sole and exclusive right hereunder to accept or not accept nominations for

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INTERRUPTIBLE GAS OVERTAKE SERVICE AND NOMINATED INTERRUPTIBLE GAS OVERTAKE SERVICE (continued)

Nominated Interruptible Gas Overtake Service. All quantities of natural gas nominated by the Customer and delivered by the Company shall be considered taken by the Customer in the gas day requested by the Customer and accepted by the Company.

No-notice gas overtakes under Interruptible Gas Overtake Service will be billed to the Customer at a daily overtake price.

For customers in Zone A in the Company's service territory, the daily overtake price shall be calculated as the daily price posted in "Gas Daily" daily Chicago City-gate Midpoint Price plus a no-notice fee of 30 percent of the "Gas Daily" daily Chicago City-gate Midpoint Price, and/or the allocated pipeline penalty charge if any, plus the applicable Transportation Charge on the Company's system.

For customers in Zones B, C, D and E, no-notice gas overtakes under Interruptible Gas Overtake Service shall be calculated as the daily price posted in "Gas Daily" daily Mich Con City-gate Midpoint Price plus a no-notice fee of 30 percent of the "Gas Daily" daily Mich Con City-gate Midpoint Price, and/or the allocated pipeline penalty charge if any, plus the applicable Transportation Charge on the Company's system.

No-notice fees and pipeline penalty charges are credited to the GCA customers.

Customer agrees, by taking service under this no-notice Interruptible Overtake Service provision, that it will utilize this service to manage only daily overtakes and/or curtailments or interruptions in its transport from its supplying pipelines.

For customers in Zone A, if the Customer's overtake in any day to be billed under this provision is in excess of 20% of the Customer's total daily take of gas, the no-notice fee for that day will be increased to 40 percent of the "Gas Daily" daily Chicago City-gate Midpoint Price for all gas provided under this provision in excess of 20% of the Customer's total daily take of gas.

For customers in Zones B, C, D and E, if the Customer's overtake in any day to be billed under this provision is in excess of 20% of the Customer's total daily take of gas, the no-notice fee for that day will be increased to 40 percent of the "Gas Daily" daily Mich Con City-gate Midpoint Price for all gas provided under this provision in excess of 20% of the Customer's total daily take of gas.

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INTERRUPTIBLE GAS OVERTAKE SERVICE AND NOMINATED INTERRUPTIBLE GAS OVERTAKE SERVICE (continued)

At the Company's discretion, the Customer may be assessed allocated pipeline penalty charges. No-notice fees and pipeline penalty charges are credited to the GCA customers.

Nominated gas overtakes under Nominated Interruptible Gas Overtake Service will be billed to the Customer at a daily overtake price.

For customers in Zone A, the daily nominated overtake price shall be calculated as the daily price as in "Gas Daily" daily Chicago City-gate Midpoint Price, plus 5 percent of the "Gas Daily" daily Chicago City-gate Midpoint Price for on time nomination or mutually agreed upon charge per therm for late notice, plus the applicable Transportation Charge on the Company's system.

For customers in Zones B, C, D and E, nominated gas overtakes under Nominated Interruptible Gas Overtake Service shall be priced at the "Gas Daily" daily Mich Con City-gate Midpoint Price if applicable, as determined by the Company at the beginning of each month for each Zone.

The Company shall notify the Customer of its intention to begin delivery of gas, to make any material change in the rate of 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 this service, whether due to the lack of advance notice or otherwise. Customer agrees, by taking service under no-notice Interruptible Gas Overtake Service and Nominated Interruptible Gas Overtake Service provisions, that it can and will promptly curtail or cease the take of gas hereunder within the above notice period. If no-notice Interruptible Gas Overtake Service and Nominated Interruptible Gas Overtake Service are interrupted or curtailed and the Customer continues to take gas, service will be deemed supplied under the provisions of Rider 431.

COMPANY BALANCING SERVICE CATEGORY (B)

The Company will make available each day firm Balancing Service up to the balancing account capacity and injection/withdrawal limits, to those Customers in Category (B) who still have a daily imbalance after exchanging nominations with other Customers. By April 1 of each year, upon thirty (30) days' written notice the Company, Customers as set forth in Category (B) above, will select a balancing account limit which includes the firm balancing account capacity limit and the firm daily injection/withdrawal limit to be effective on April 1. A Customer will have an opportunity to change the balance account limit effective October 1, upon thirty (30) days' written notice to the Company prior to the effective date. The Company may waive the thirty (30) days' notice period at its sole discretion. Initially, the maximum balancing account capacity limit

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GENERAL TRANSPORTATION AND BALANCING SERVICE

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COMPANY BALANCING SERVICE CATEGORY (B) (continued)

available to each Customer shall be two (2) times the Customer's maximum daily use recorded during the previous calendar year. The firm daily injection/withdrawal limit shall be the capacity limit divided by fifty-seven (57). The monthly fee for balancing account capacity shall be 2.6 cents per therm of capacity. In determining Customer's maximum daily use, the Company may adjust for unusual levels of usage resulting from extended nonrecurring operational events. New Customers will be assigned a maximum balancing account capacity limit by the Company. The maximum balancing account capacity limit available for all Category (B) Balancing Service is limited to the total of two (2) times the maximum daily use of all transportation Customers eligible for Category (B) Balancing Service recorded during previous calendar year. If all Customers do not select their maximum balancing account limit, any remaining capacity shall be made available to other Category (B) Customers on a first come first served basis.

On days when Customer's actual consumption of gas is less than their allocated quantities of natural gas at the City Gate, adjusted for unaccounted for gas, Customers will be allowed to build a positive balancing account up to the balancing account limit on a firm no-notice basis up to the firm injection limit and on an interruptible no-notice basis above the limit. The commodity charge for such service will depend on the amount of the undertake in accordance with the balancing charge table below.

On days when Customer's actual consumption of gas is greater than their allocated quantities of natural gas at the City Gate, adjusted for unaccounted for gas, Customers will be allowed to withdraw gas from their balancing account on a no-notice firm basis up to their firm withdrawal limit and an interruptible no-notice basis, above the limit, provided the Customer has a positive balance in the balancing account. The commodity charge for such service will depend on the amount of the overtake in accordance with the balancing charge table below.

Customers may schedule injections and withdrawals from their balancing accounts. The availability of injections and withdrawals will be interruptible and therefore, the scheduling of injections or withdrawals from a Customer's balancing account must be approved by the Company in time to make pipeline nominations. The Customer is responsible to assure that such scheduled injections or withdrawals remain within their balancing account limits. In the event that such scheduled injections or withdrawals cause the Customer to exceed the balancing account limits (over or under), the daily cash out or Interruptible Gas Overtake Service provisions of this Rate will apply. Scheduled injections and withdrawals are included as part of a Customer's daily scheduled nominated quantity.

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COMPANY BALANCING SERVICE CATEGORY (B) (continued)

Customers will be subject to the balancing charges for all no-notice injections into the balancing account and no-notice withdrawals from the balancing account in accordance with the balancing charge table below. There will be no charge for scheduled injections and withdrawals from the balancing account provided such scheduled injections or withdrawals do not cause the Customer to exceed their balancing account limits (over or under).

<u>Percent of Daily Nomination</u>	<u>Balancing Charge</u>
+/- (0% to 9.99%)	0.0 cents per therm
+/- (10% to 20%)	3.2 cents per therm and/or the allocated pipeline penalty charge if any
over +/- 20%	10.6 cents per therm and/or the allocated pipeline penalty charge if any

Balancing charges above are credited to the GCA customers.

Quantities of natural gas assessed the balancing charge listed in the table above or scheduled for redelivery will be added or subtracted from a Customer's balancing account as appropriate up to the balancing limit.

The Company does not allow negative account balances. Therefore, in the event that a Customer overtakes gas and no quantities of natural gas are available in the balancing account such gas will be sold to the Customer by the Company under the no-notice Interruptible Gas Overtake Service and Nominated Interruptible Gas Overtake Service provisions of this Rate if available or under the provisions of Rider 431

In the event the balancing account limit is exceeded, the quantity of undertake gas in excess of the allowable balancing limit will be cashed out for that day at the daily cash out price.

For customers in Zone A, the daily cash out price shall be calculated as the daily price posted in "Gas Daily" daily Chicago City-gate Midpoint Price minus a cash out fee of 30 percent of the "Gas Daily" daily Chicago City-gate Midpoint Price, and/or the allocated pipeline penalty charge if any. In the event the Company declares a critical undertake day, the daily cash-out price shall be 50 percent of the "Gas Daily" daily Chicago City-gate Midpoint Price.

For customers in Zones B, C, D and E, the daily cash out price shall be calculated as the daily price posted in "Gas Daily" daily Mich Con City-gate Midpoint Price minus a cash out fee of 30 percent of the "Gas Daily" daily Mich Con City-gate Midpoint Price, and/or the allocated pipeline penalty charge if any. In the event the Company declares a critical undertake day, the daily cash-out price shall be 50 percent of the "Gas Daily" daily Mich Con City-gate Midpoint Price.

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**RATE 438
RATE FOR GAS SERVICE
GENERAL TRANSPORTATION AND BALANCING SERVICE**

No. 9 of 11 Sheets

COMPANY BALANCING SERVICE CATEGORY (B) (continued)

At the Company's discretion, the Customer may be assessed the allocated pipeline penalty charge. Cash out fees are credited to the GCA customers.

Customers will be allowed to carry-over from one month to the next any balancing account amount up to their elected balancing account limit.

IMBALANCE NETTING OPTION

A Customer may elect to participate in an imbalance netting pool which shall entitle Customer to have daily over- and under-take imbalances netted within an aggregated pool. Such aggregated pool quantity of natural gas shall be considered as one volume for the calculation of balancing charges, as defined under the Company Balancing Service Categories herein, except as defined during a Critical Period. The Imbalance Netting Option is available to all customers entitled to service under this Rate. Category B customers may participate in an imbalance netting pool only when all customers in the pool are Category B customers and are in the same zone.

The imbalance netting pool shall be managed by a "Pool Operator" designated by Customer which can be the Company or a third party. If Customer designates a third party to be a "Pool Operator," such "Pool Operator" shall have authority to apply and utilize, on behalf of the pool, any and all balancing services available under this tariff to manage the imbalances of the pool so long as such "Pool Operator" has entered into a written agreement with the Company for imbalance netting service. If Customer designates the Company as its "Pool Operator," Customer shall enter into an agreement with the Company for imbalance netting service. "Pool Operator" agreements entered into by the Company shall contain confidential charges and terms and conditions. Negotiated contracts may be filed with the Commission under appropriate confidentiality procedures. If the Customer does not take all of its gas requirements within a single imbalance netting pool, then the Customer and the Company shall agree in writing in advance as to the allocation of imbalances among the Customer's gas supplies and imbalance netting pools.

During a Critical Period, as defined under Rider 431, Temporary Emergency Service, Customer shall be assessed individually for Balancing Charges, as defined herein. If the Customer is in a balancing position that is beneficial to Company's system, as determined by the Company in its reasonable discretion, Customer shall not be assessed a Balancing Charge. Gas supply charges during a Critical Period shall be evaluated and assessed net of the aggregated pool usage as defined herein and in accordance with Rider 431.

A Customer who elects to participate in an imbalance netting pool must enter into a Customer Pooling Agreement substantially in the form attached to this Rate. Such agreement shall become an attachment to Customer's current transportation agreement with Company. Customer's designation of a "Pool Operator" shall remain in effect until it is revoked, in writing, or a new Customer Pooling Agreement is received by

Effective 7/1/2011

RATE 438
RATE FOR GAS SERVICE
GENERAL TRANSPORTATION AND BALANCING SERVICE

No. 10 of 11 Sheets

IMBALANCE NETTING OPTION (continued)

Company. Any such designations and/or revocations must be received in writing by Company, by the ninth (9th) working day prior to the end of the month to effectuate such change for the following month. Said designation and/or revocation shall not be effective until acknowledged by Company. Any application to participate in an imbalance netting pool submitted hereunder must be agreed to by Company and be consistent with Company's contractual and operational requirements, as determined by Company in its reasonable discretion. Company shall approve a third party "Pool Operator" provided either it submits proof of adequate financial responsibility for any charges assessed to the Pool, or the customers in the Pool guarantee payment of any charges assessed to the Pool.

A Pooling Agreement Fee of \$50.00 per month shall apply for each month that Customer is in an imbalance netting pool.

RATE

Customer Charge

\$250.00 per month

Transportation Charge

\$0.06010 per therm for the first 6,000 therms used per month
\$0.05710 per therm for the next 24,000 therms used per month
\$0.04550 per therm for the next 60,000 therms used per month
\$0.04050 per therm for all over 90,000 therms used per month

Administrative Charges for Balancing Services

\$200.00 per month

Nomination Exchange Service Charges

As set forth in detailed section

Imbalance Exchange Service Charges

As set forth in detailed section

Balancing Charges

As set forth in detailed section

Effective 7/1/2011



RATE 438
RATE FOR GAS SERVICE
GENERAL TRANSPORTATION AND BALANCING SERVICE

No. 11 of 11 Sheets

MINIMUM PAYMENT

The Customer's minimum monthly payment under this rate schedule shall be the Customer Charge.

RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

Effective 7/1/2011



RATE 440
RATE FOR GAS SERVICE
LIQUEFIED NATURAL GAS (LNG) SERVICE

No. 1 of 2 Sheets

TO WHOM AVAILABLE

This Rate is available for liquefied natural gas (LNG) service on an interruptible basis when in the judgment of the Company, gas supplies are available for non-firm service, and its LNG service facilities are adequate to render proper service without impairing the quality of the Company's service to other Customers.

CHARACTER OF SERVICE

Gas service under this rate shall only be available at the sole discretion of the Company.

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

A properly executed Service Agreement is required before any service may be taken under this rate schedule. Said Service Agreement shall set forth the specifics of the service to be provided.

The customers must arrange for the transportation of the LNG which will be delivered at the Company's LNG facilities, to be determined by the Company.

The composition of the liquefied natural gas to be supplied under this rate schedule is dependent on the composition of the pipeline gas that the Company receives. Historical data demonstrates the composition to be in the following range:

Methane	93.8 - 95.2	Mole %
Ethane	3.9 - 4.6	Mole %
Propane	0.7 - 1.1	Mole %
Other		Balance

RATE

Transaction Charge

\$50.00 per Transaction

Liquefaction Charge

The Company shall determine, based on alternative fuel prices, the liquefaction charge component to be included in the commodity charge.

Effective 7/1/2011



RATE 440
RATE FOR GAS SERVICE
LIQUEFIED NATURAL GAS (LNG) SERVICE

No. 2 of 2 Sheets

RATE (continued)

Supply and Delivery Charge

The Supply and Delivery Charge shall include, where applicable, Gas Supply Charges, Transportation Charges, Fuel Use Charges, Delivery Charges and Administrative Charges.

Customers taking service hereunder may elect to supply the appropriate quantity of natural gas to the Company's gas system to compensate the Company for the volume of gas required for the LNG delivery.

The Liquefaction Charge and Supply and Delivery Charge will be individually negotiated charges, such charges to be set forth in each Customer Service Agreement.

MINIMUM PAYMENT

The Customer's minimum monthly payment under this Rate Schedule shall be the Customer Charge as stated in this Rate Schedule.

RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

Effective 7/1/2011



RIDER 442
OPTIONAL STORAGE SERVICE RIDER

No. 1 of 4 Sheets

TO WHOM AVAILABLE

This Rate is available to Customers that receive gas service from the Company under any Transportation Rate Schedule or Rider and who shall enter into a written contract for Storage Service from the Company.

Gas service under this rate schedule shall only be available at the sole discretion of the Company and is cancelable by the Company on April 1 of any year.

The maximum annual storage capacity available under Rider 442A and this Rider shall be 40,000,000 Therms.

CHARACTER OF SERVICE

Service to a Customer under this rate schedule shall be available up to a Maximum Daily Injection (MDI) quantity and a Maximum Daily Withdrawal (MDW) quantity as defined below subject to the limitations of this rate schedule. Company, at its sole discretion, may interrupt service whenever necessary to maintain the integrity of its system.

Customer will deliver gas for storage service to the Company or withdraw gas from storage service on a prearranged mutually agreed to schedule basis. Said schedule may be adjusted before the start of any gas day.

Any gas delivered to the Company for storage service is subject to the applicable Company transportation charge at the time of delivery to the Customer's plant. The Company shall notify the Customer of its intention to make any material change in the rate of deliveries to or receipt of gas from the Company or to discontinue or resume delivery of gas hereunder as far as practicable in advance of and in any event not less than thirty (30) minutes before any such change in rate of deliveries to or receipt of gas or discontinuance or resumption of deliveries and, subject to the giving of such notice, shall have the right at any time and from time to time to make such changes in rate of deliveries or receipts or to begin delivery and receipt to discontinue or resume deliveries and receipts. Customer agrees, by taking service under this rate schedule that it can and will promptly curtail or cease the take and delivery of gas hereunder within the above notice period.

CONTRACT

Any Customer requesting service hereunder shall enter into a written contract with the Company for a minimum period of one (1) year commencing on June 1, and such contract shall continue from year to year thereafter unless canceled by either party giving to the other sixty (60) days' prior written notice of the termination of such contract by April 1 of the initial period or any yearly period thereafter.

Effective 7/1/2011



RIDER 442
OPTIONAL STORAGE SERVICE RIDER

No. 2 of 4 Sheets

CONTRACT (continued)

Company may, at its sole discretion and upon the request of the Customer enter into a contract term for a period in excess of the minimum one (1) year period. Such contract shall establish the contract term and rates, within the parameters set forth under this rate schedule, mutually agreeable to both parties. The Contract shall be subject to the cancellation provisions as stated above.

Capacity reserved for subsequent years under a multiple year contract shall not be subject to any allocation methodology in the event requests for storage service exceed the 40,000,000 therms maximum annual storage capacity.

DELIVERY OF GAS TO AND BY THE COMPANY

The ultimate quantity of gas to be delivered by the Company to a Customer from storage shall be subject to unaccounted for gas adjustment per the applicable rate schedule for transportation service.

The Company is making available an MDI quantity of 300,000 Therms/day for all Customers in total under this rate schedule. The MDI will be allocated among the Customers with signed contracts for service on May 1 of each year. The initial annual allocation will be predicated upon the Customer's immediately preceding calendar year throughput consumption. Between May and October of each year, Company, at its sole discretion, will make available to Customers any unreserved storage capacity remaining under this storage service subject to the rate provisions defined below.

Injections are permitted by pre-scheduling said injections any day in the period beginning June 1 and ending October 31, within the following tolerances: 1) During the months of June and July, Customer may inject, on any day, an amount up to 100% of their MDI quantity; 2) During the month of August, Customer may inject, on any day, an amount up to 150% of their MDI, and 3) during the months of September and October, Customers may inject, on any day, an amount up to 200% of their MDI. Additionally, the Company will allow the Customers to inject pre-scheduled quantities of gas up to their daily MDI quantity during the months of November through March. Said injections during any month during the November through March period will be limited to six (6) times each Customers MDI quantity. Customer may request, and the Company, in its sole discretion, may accept pre-scheduled injection quantities greater than six (6) times the MDI during the months of November through March.

Effective 7/1/2011

RIDER 442
OPTIONAL STORAGE SERVICE RIDER

No. 3 of 4 Sheets

DELIVERY OF GAS TO AND BY THE COMPANY (continued)

An MDW quantity of 1,500,000 Therms/day for all Customers in total under this rate schedule will be allocated in the same manner as the MDI. Withdrawals are permitted by pre-scheduling said withdrawal any day in the period beginning November 1 and ending March. 31. Additionally, pre-scheduled withdrawals will be allowed during the period of June 1 to October 31 with the following restrictions: 1) during the month of June, Customers may withdraw, on any day, an amount of their storage gas up to 50% of their MDI quantity. 2) During the months of July through October, Customer may withdraw, on any day, an amount of their storage gas up to 100% of their MDI quantity. 3) In any month during the months of June through October the maximum monthly withdrawal quantity will be limited to 6 times the Customer' MDI quantity. Customer may request, and the Company in its sole discretion, may grant pre-scheduled withdrawal quantities greater than six times the MDI during the months of June through October. If all of a Customer's gas is not withdrawn by April 1 of any year, the Customer shall again pay the Injection Charge applicable as determined for the following year on any such remaining balance and such balance shall be considered as a portion of the Customer's allocated MDI.

RATE

Customer Charge

\$25.00 per month for ten (10) months beginning June and ending March each year.

Reservation Charge

A variable charge between 30 cents and 50 cents per therm allocated MDI therms per month for ten (10) months beginning June and ending March each year.

Injection Charge

A variable charge between 1 cent and 7 cents per therm for all gas delivered to the Company for storage service

Withdrawal Charge

A variable charge between 1 cent and 7 cents per therm for all gas withdrawal from the Company's storage service during periods of normal operation of Company's distribution system

In the event the Company determines it is necessary to obtain and supply natural gas from sources other than the Company's underground storage facilities, the Customer will be notified and will have the option to discontinue withdrawal during this period or to continue withdrawal at the following charges:

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RIDER 442
OPTIONAL STORAGE SERVICE RIDER

No. 4 of 4 Sheets

RATE (continued)

Withdrawal Charge (continued)

- i) Between 8 cents and 11 cents per therm for all gas withdrawn during periods except when the Company is utilizing LNG
- ii) Between 29.8 cents and 35.9 cents per therm for all gas withdrawn during periods when the Company is utilizing LNG.

The above rates per therm for the Reservation Charge, Injection Charge, and Withdrawal Charges shall be determined annually prior to April 1 and shall remain in effect for the entire contract year. Such rates so determined shall be supplied to the Commission for their records.

Customers contracting for storage capacity under Optional Storage Service during May through October shall be charged all monthly Customer and Reservation Charges retroactive to June 1 associated with the Contracted Capacity in addition to charges incurred through use of Optional Storage Service as identified above.

RATE ADJUSTMENT

This Rate is not subject to any adjustments.

RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

Effective 7/1/2011



RIDER 442A
OPTIONAL STORAGE SERVICE RIDER

No. 1 of 4 Sheets

TO WHOM AVAILABLE

This Rider for Optional Storage Service is available to all Zones A, B, C, D and E Customers receiving service under Rate 428 or 438, Rate Schedules 443 Firm Distribution Transportation Service (FDTTS) and Rate 444 Firm Transportation Service (FTS) and, at the sole discretion of the Company, to suppliers and marketer aggregators utilizing Supplier Aggregation Service (Qualifying Customers), who shall enter into a written Service Agreement for Storage Service from the Company (Qualifying Customer).

Gas service under this rate schedule shall only be available at the sole discretion of the Company and is cancelable by the Company on April 1 of any year.

The maximum annual storage capacity available under Rider 442 and this Rider shall be 40,000,000 Therms.

CHARACTER OF SERVICE

Service to a Qualifying Customer under this rate schedule shall be available up to a Maximum Daily Injection (MDI) quantity and a Maximum Daily Withdrawal (MDW) quantity as defined below subject to the limitations of this rate schedule. Company, at its sole discretion, may interrupt service whenever necessary to maintain the integrity of its system.

Qualifying Customer will deliver gas for storage service to the Company or withdraw gas from storage service on a prearranged mutually agreed to scheduled basis. Said schedule may be adjusted before the start of any gas day. Any gas delivered to the Company for storage service is subject to the applicable Company transportation charge at the time of delivery to an end-use customer's plant. The Company shall notify the Qualifying Customer of its intention to make any material change in the rate of deliveries to or receipt of gas from the Company or to discontinue or resume delivery of gas hereunder as far as practicable in advance of and in any event not less than 30 minutes before any such change in rate of deliveries to or receipt of gas or discontinuance or resumption of deliveries and, subject to the giving of such notice, shall have the right at any time and from time to time to make such changes in rate of deliveries or receipts or to begin delivery and receipt to discontinue or resume deliveries and receipts. Qualifying Customer agrees, by taking service under this rate schedule that it can and will promptly curtail or cease the take and delivery of gas hereunder within the above notice period.

DELIVERY OF GAS TO AND BY THE COMPANY

The ultimate quantity of gas to be delivered by the Company to a Qualifying Customer from storage shall be subject to an unaccounted for gas adjustment per the applicable rate schedule for transportation service.

Effective 7/1/2011

RIDER 442A
OPTIONAL STORAGE SERVICE RIDER

No. 2 of 4 Sheets

DELIVERY OF GAS TO AND BY THE COMPANY (continued)

The Company is making available a Maximum Daily Injection (MDI) quantity of 400,000 Therms/day for all Qualifying Customers in total under this rate schedule. The MDI will be allocated among the Qualifying Customers with signed Service Agreements for service on May 1 of each year. The initial annual allocation will be predicated upon the Qualifying Customers' immediately preceding calendar year throughput consumption. Between May and October of each year, Company, at its sole discretion, will make available to Qualifying Customers and third party suppliers any unreserved storage capacity remaining under this storage service subject to the rate provisions below.

Injections are permitted by pre-scheduling said injections any day in the period beginning June 1 and ending October 31, within the following tolerances: 1) During the months of June and July, Qualifying Customer may inject, on any day, an amount up to 100% of their MDI quantity; 2) During the month of August, Qualifying Customer may inject, on any day, an amount up to 150% of their MDI, and 3) during the months of September and October, Qualifying Customers may inject, on any day, an amount up to 200% of their MDI. A Customer's full capacity equals the Customer's allocated MDI times 100. Additionally, the Company will allow the Qualifying Customers to inject pre-scheduled quantities of gas up to their daily MDI quantity during the months of November through March. Said injections during any month during the November through March period will be limited to six times each customers MDI quantity. Qualifying Customer may request, and the Company, in its sole discretion, may accept pre-scheduled injection quantities greater than six times the MDI during the months of November through March.

A Maximum Daily Withdrawal (MDW) quantity of 2,000,000 Therms/day for all Qualifying Customers in total under this rate schedule will be allocated in the same manner as the MDI. Withdrawals are permitted by pre-scheduling said withdrawal any day in the period beginning November 1 and ending March 31. Additionally, pre-scheduled withdrawals will be allowed during the period of June 1 to October 31 with the following restrictions: 1) During the month of June, Qualifying Customers may withdraw, on any day, an amount of their storage gas up to 50% of their MDI quantity. 2) During the months of July through October, Qualifying Customers may withdraw, on any day, an amount of their storage gas up to 100% of their MDI quantity. 3) In any month during the months of June through October the maximum monthly withdrawal quantity will be limited to 6 times the Qualifying Customer's MDI quantity. Qualifying Customer may request, and the Company, in its sole discretion, may grant pre-scheduled withdrawal quantities greater than six times the MDI during the months of June through October. If all of a Qualifying Customer's gas is not withdrawn by April 1 of any year, the Qualifying Customer shall again pay the Injection Charge applicable as determined for the following year on any such remaining balance and such balance shall be considered as a portion of the Qualifying Customer's allocated MDI.

Effective 7/1/2011

RIDER 442A
OPTIONAL STORAGE SERVICE RIDER

No. 3 of 4 Sheets

DELIVERY OF GAS TO AND BY THE COMPANY (continued)

In the event that Qualifying Customers and third party suppliers have not reserved the maximum annual storage quantity of 40,000,000 therms available under this Optional Storage Service by October 31, Company, in its sole discretion, may contract with Qualifying Customers and third party suppliers to sell gas in storage and unreserved capacity, in November, up to the maximum annual storage capacity. Rates for gas supply and storage capacity shall be as defined under the rate provision described below.

RATE

Customer Charge

\$25.00 per month for ten (10) months beginning June and ending March each year.

Reservation Charge

A variable charge between 30 cents and 50 cents per therm allocated MDI therms per month for ten (10) months beginning June and ending March each year.

Injection Charge

A variable charge between 1 cent and 7 cents per therm for all gas delivered to the Company for storage service.

Withdrawal Charge

A variable charge between 1 cent and 7 cents per therm for all gas withdrawn from the Company's storage service during periods of normal operation of Company's distribution system.

In the event the Company determines it is necessary to obtain and supply natural gas from sources other than the Company's underground storage facilities, the Qualifying Customer will be notified and will have the option to discontinue withdrawal during this period or to continue withdrawal at the following charges:

- (i) Between 8 cents and 11 cents per therm for all gas withdrawn during periods except when the Company is utilizing LNG.
- (ii) Between 29.8 cents and 35.9 cents per therm for all gas withdrawn during periods when the Company is utilizing LNG.

The above rates per therm for the Reservation Charge, Injection Charge, and Withdrawal Charges shall be negotiated annually prior to April 1 between Company and Qualifying Customer or third party supplier within the parameters set forth above. Negotiated rates shall remain in effect for the entire contract year.

Effective 7/1/2011



RIDER 442A
OPTIONAL STORAGE SERVICE RIDER

No. 4 of 4 Sheets

RATE (continued)

Qualifying Customers and/or third party suppliers contracting for storage capacity under Optional Storage Service during May through October shall be charged all monthly Qualifying Customer and Reservation Charges retroactive to June 1 associated with the contracted capacity in addition to charges incurred through use of Optional Storage Service as identified above.

Qualifying Customers and/or third party suppliers contracting for storage capacity and for the purchase of gas in storage during November shall be charged all monthly Qualifying Customer, Reservation, and Injection Charges retroactive to June 1 associated with the contracted capacity in addition to charges incurred through use of Optional Storage Service as identified above. The gas purchase price shall be a market-based price mutually agreeable to both parties but in no case less than the Company's weighted average cost of gas.

RATE ADJUSTMENT

This Rate is not subject to any adjustments.

RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

Effective 7/1/2011



RATE 443
RATE FOR GAS SERVICE
FIRM DISTRIBUTION TRANSPORTATION SERVICE (FDTS)

No. 1 of 6 Sheets

TO WHOM AVAILABLE

This Rate for Firm Distribution Transportation Service (FDTS) for the transportation of natural gas on a firm basis by the Company is available for any Zones A, B, C, D and E Customer, 1) who has arranged for a supply of natural gas from a supplier other than the Company, 2) whose gas requirements during the most recent calendar year average at least 50 Dth per day, and 3) new customers who certify in writing that their gas requirements will average at least 50 Dth per day (Qualifying Customer). Initially available for a two-year term unless otherwise extended by the Company.

The Company reserves the right to limit the total level of FDTS service available if it determines, in its sole discretion, that it is unable operationally or administratively to accommodate additional FDTS.

CHARACTER OF SERVICE

FDTS shall be a firm delivery service involving the movement of gas through the Company's transmission and distribution facilities on a daily nominated basis, subject to the imbalance tolerances included in the Daily Imbalance Cash-out Provisions Rider applicable to this Rate Schedule.

A Qualifying Customer electing FDTS shall do so for an initial term of two (2) years. Thereafter, availability of FDTS shall be subject to a determination by the Company to extend service hereunder.

SERVICE AGREEMENT

As a condition for receiving service under FDTS, Qualifying Customer shall be required to execute a service agreement for FDTS.

The FDTS Service Agreement shall, among other things, specify the maximum daily contract quantity (MDQ) and annual contract quantity (ACQ) of gas to be transported; the Qualifying Customer's assignment of upstream capacity, if applicable; and the mutually agreeable receipt points(s) on the Company's system at which Qualifying Customer's nominations will be accepted for delivery by the Company. The Qualifying Customer may also be required to specify in the Service Agreement the maximum hourly quantities of gas to be transported.

REQUEST FOR SERVICE

A Qualifying Customer desiring service under FDTS shall submit a request for service to the Company. Such request shall specify the Qualifying Customer's MDQ and ACQ.

Effective 7/1/2011



RATE 443
RATE FOR GAS SERVICE
FIRM DISTRIBUTION TRANSPORTATION SERVICE (FDTS)

No. 2 of 6 Sheets

REQUEST FOR SERVICE (continued)

In the event that requests for service under FDTS exceed available capacity, the requests yielding the greatest economic benefit to the Company, as determined by the Company, shall be granted first. As used in this paragraph "economic benefit" shall be determined, on a net present value basis, based upon: 1) the proposed contract rate to be paid for the FDTS service, 2) the proposed term of the FDTS service agreement and 3) the proposed MDQ for the FDTS service. In the event the net present value is equal among requests, then available capacity will be allocated on a pro rata basis among requesting Qualifying Customers. Allocation of capacity pursuant to this section shall not change the otherwise applicable curtailment priority of FDTS service.

DETERMINATION OF MAXIMUM DAILY AND ANNUAL CONTRACT QUANTITIES

Unless otherwise agreed to by the Company and the Qualifying Customer, the Qualifying Customer's maximum daily contract quantity (MDQ) will initially be calculated by the Company, based on the Qualifying Customer's average daily delivery quantity in the maximum usage month during the preceding twelve (12) months multiplied by 1.5. The Qualifying Customer's annual contract quantity (ACQ) will equal the most recent twelve (12) month actual usage.

Determination of MDQ and ACQ for New Qualifying Customers

The MDQ and ACQ for new Qualifying Customers will be calculated based upon information provided by the Qualifying Customer with respect to anticipated load requirements. New Qualifying Customers shall certify in writing that their gas requirements will average at least 50 Dth per day. The MDQ and ACQ may be adjusted after the first twelve (12) months of service, as appropriate.

Adjustments to MDQ and ACQ

In the event that the Qualifying Customer exceeds its MDQ for more than five (5) consecutive days in any two (2) months within any twelve (12) month period without prior approval for authorized overruns, the Qualifying Customer's MDQ as stated in the Service Agreement will automatically be adjusted by the Company to the higher number for the remaining term of the FDTS Agreement, subject to a determination by the Company, in its sole discretion, that such additional capacity is available.

Qualifying Customer may request an increase in its contract MDQ and ACQ in its FDTS Agreement in the event that its load requirements or usage patterns change. Said requests will be honored if the Company determines, in its sole discretion, that such increases will not adversely impact its ability to meet its contractual and service obligations or adversely impact its system operations. Said request shall be certified in writing by the Qualifying Customer.

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RATE 443
RATE FOR GAS SERVICE
FIRM DISTRIBUTION TRANSPORTATION SERVICE (FDTS)

No. 3 of 6 Sheets

UPSTREAM CAPACITY ASSIGNMENT

Qualifying Customer may request assignment of an allocated share of the Company's upstream capacity entitlements under terms and conditions agreeable to the Company and Qualifying Customer.

METERING REQUIREMENTS

As a condition of receiving service under this Rate, Qualifying Customer will have a daily meter recording device which will be installed by the Company at the customer's expense. The Company may, on a non-discriminatory basis, require Qualifying Customer to furnish access to a phone line.

Cost of equipment installed by the Company will be assessed at the excess facilities charge of the estimated installed cost as defined in the Company's General Rules and Regulations Applicable to Gas Service.

DELIVERY OF GAS BY THE COMPANY

The Company shall deliver to the Qualifying Customer on a firm basis nominated gas quantities up to the Qualifying Customer's contract MDQ provided that Qualifying Customer has caused delivery on that day of an equivalent volume of gas to the Company at agreed to receipt points.

The Company is not obligated to deliver gas quantities on a firm basis in excess of the Qualifying Customer's MDQ or ACQ but may choose to do so in its sole discretion, such discretion shall not be unreasonably withheld. In the event Company agrees to allow the Qualifying Customer's takes of gas to exceed its MDQ, the Qualifying Customer shall be obligated to pay for such deliveries at the applicable authorized overrun charges under this Rate Schedule. Deliveries in excess of the Qualifying Customer's MDQ not authorized by the Company shall be treated as unauthorized overruns and such quantity of natural gas will be billed at the applicable unauthorized overrun charges as specified in this Rate Schedule.

All gas delivered by the Company to a Qualifying Customer under this Rate Schedule shall be subject to an unaccounted for gas adjustment specified in Appendix E.

NOMINATIONS

Service will be nominated by the Qualifying Customer (or Qualifying Customer's agent) as follows:

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RATE 443
RATE FOR GAS SERVICE
FIRM DISTRIBUTION TRANSPORTATION SERVICE (FDTs)

No. 4 of 6 Sheets

NOMINATIONS (continued)

At least three (3) days prior to the beginning of the month, Customer will provide the Company a written estimate of its daily gas requirements for that month. Daily changes in nominations must be supplied to the Company no later than the time required for such nominations by the delivering pipeline(s). Company may, in its sole discretion, accept shorter notice provided that it determines that such service will not unacceptably impact the Company in any way, including, but not limited to, the following considerations: its ability to meet its contractual or service obligations; its system operational requirements; its upstream nominations; its upstream contractual obligations; or its service costs.

Company will not be required to accept any gas tendered by the Qualifying Customer (or Qualifying Customer's agent) that does not meet Company's quality specifications, which is not tendered for delivery at a mutually agreeable receipt point on the Company's system, or that exceeds the MDQ as specified in the Qualifying Customer's FDTs Service Agreement.

DAILY IMBALANCE CASH-OUT PROVISIONS

The Qualifying Customer shall be subject to the daily imbalance cash-out provisions included in the Daily Imbalance Cash-out Provisions Rider to this Rate Schedule.

IMBALANCE NETTING OPTION

A Qualifying Customer that acquires its gas supply from a supplier that has contracted for Supplier Aggregation Service with the Company shall be eligible for imbalance netting within a qualifying aggregator aggregate customer load in the same delivery zone on the Company's system.

Charges for any remaining aggregate imbalances, after netting within the aggregate load, shall be subject to the transportation balancing provisions included in the Daily Imbalance Cash-out Provisions Rider and billed to the qualifying aggregator.

Qualifying Customer may elect to contract for an Imbalance Netting Option. Imbalance Netting shall entitle the Qualifying Customer to have daily over- and under-take imbalances netted within an eligible aggregated pool which pool shall be defined by the Company on a seasonal basis, consistent with its contractual, operational requirements, and administrative needs. Qualifying Customer's gas supplier is also eligible to directly contract with the Company for optional Imbalance Netting service under this section. Such optional service shall be made available to eligible customers on a non-discriminatory basis.

A Qualifying Customer that elects this option shall be billed the negotiated charges as included in the Customer's FDTs Service Agreement.

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RATE FOR GAS SERVICE
FIRM DISTRIBUTION TRANSPORTATION SERVICE (FDTS)

No. 5 of 6 Sheets

RATE

Customer Charge

\$25.00 per month

Administrative Charge for Balancing Service

\$100.00 per month

Transportation Charge

The transportation charge shall be a charge which charge yields revenues during the term of the FDTS Agreement equal to the annualized revenues that would be generated applying rates listed below (previous Rate Schedule 325 minus gas supply charges). No less than 50% of the rate shall be billed in the form of a monthly demand charge based on the agreed upon MDQ. The commodity charge will be applied to all therms delivered in the month. The transportation charge shall be re-calculated annually on the anniversary date of the contract for the next annual period, or in the event of a change in the Qualifying Customer's MDQ.

Commodity Charge (previous Rate Schedule 325)

\$0.44050 per therm for the first 6,000 therms used per month
\$0.38750 per therm for the next 24,000 therms used per month
\$0.35940 per therm for the next 60,000 therms used per month
\$0.35340 per therm for all over 90,000 therms used per month

Gas Supply Charges included in the above Rate Schedule 325 Commodity Charge
\$0.31260 per therm

Daily Imbalance Cash-out Charges

As set forth in Rider 487 - Daily Imbalance Cash-out Provisions Rider.

Imbalance Netting Option

As negotiated.

Adjustment for Authorized Overruns

The Qualifying Customer may request, and the Company, in its sole discretion, may agree on a daily basis to grant authorized overruns of natural gas, such authorization shall not be unreasonably withheld, in excess of the Qualifying Customer's MDQ for each day. The charge per Dth for such authorized overruns on any day

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FIRM DISTRIBUTION TRANSPORTATION SERVICE (FDTS)

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RATE (continued)

Adjustment for Authorized Overruns (continued)

shall be the applicable 100% load factor rate, which shall be equal to the demand charge divided by 30.42, plus the commodity charge.

Adjustment for Unauthorized Overruns

If the Qualifying Customer takes in any day a quantity of gas which is greater than Qualifying Customer's MDQ for said day and which quantity does not constitute authorized overtakes, the Customer shall pay \$10.00 per Dth on the quantity of gas so delivered which is in excess of the MDQ, except that the charge will be \$60.00 per Dth during any period identified by the Company as a Critical Period. Critical Period shall be as defined on page 3 of 4 of the Company's Daily Imbalance Cash-Out Provisions.

The payment of a penalty for unauthorized overtake as provided above shall not under any circumstances be considered as giving the Qualifying Customer the right to take unauthorized overtakes, nor shall such payment be considered as a substitute for any other remedies available to the Company, or any other Customer, against the offending Qualifying Customer for failure to respect its obligation to adhere to the provisions of its Service Agreement with the Company.

RATE ADJUSTMENT

The Rider is subject to a Gas Cost Adjustment as stated in Appendix B

MINIMUM PAYMENT

The minimum monthly payment under this Rate Schedule shall be the Customer Charge plus the Demand Charge per therm of the MDQ as stated in the FDTS Service Agreement.

RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service Rules and IURC Rules.

Effective 7/1/2011



RATE 444
RATE FOR GAS SERVICE
FIRM TRANSPORTATION SERVICE (FTS)

No. 1 of 6 Sheets

TO WHOM AVAILABLE

This Rate for Firm Transportation Service (FTS) for the transportation of natural gas by the Company is available for any Zones A, B, C, D and E Customer eligible for service under Rate 428 who has arranged for a supply of natural gas from a supplier other than the Company, and either its gas requirements during the most recent calendar year average at least 200 Dth per day, or is a new customer who certifies in writing that its gas requirements will average at least 200 Dth per day (Qualifying Customer).

The Company reserves the right to limit the total level of FTS service available if it determines, in its sole discretion, that it is unable operationally or administratively to accommodate additional FTS.

CHARACTER OF SERVICE

FTS shall be a firm delivery service involving the movement of gas through the Company's facilities on a nominated basis, subject to the imbalance tolerances as included in the Daily Imbalance Cash-out Provisions Rider applicable to this Rate Schedule.

A Qualifying Customer electing FTS shall do so for an initial term of one (1) year. Thereafter, availability of FTS shall be subject to a determination by the Company to extend service hereunder, based upon available capacity.

SERVICE AGREEMENT

As a condition for receiving service under FTS, Qualifying Customer shall be required to execute a Service Agreement for FTS.

The FTS Service Agreement shall, among other things, specify the maximum daily contract quantity (MDQ) and annual contract quantity (ACQ) of gas to be transported, and the mutually agreeable receipt point(s) on the Company's system at which Qualifying Customer's nominations will be accepted for delivery by the Company. The Qualifying Customer will also be required, on a non-discriminatory basis, to specify in the Service Agreement the maximum hourly quantities of gas to be transported.

REQUESTS FOR SERVICE

A Qualifying Customer desiring service under FTS shall submit a request for service to the Company, which shall include the following information:

1. The requested maximum daily contract quantity (MDQ);
2. The specific physical interconnection(s) between the Company and the interstate pipeline through which the Qualifying Customer will source its gas to the Company's facilities;

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RATE FOR GAS SERVICE
FIRM TRANSPORTATION SERVICE (FTS)

No. 2 of 6 Sheets

REQUESTS FOR SERVICE (continued)

3. The specific meter(s) through which gas nominated under this Rate Schedule will be delivered to the Qualifying Customer's facilities for consumption; and
4. The requested term of service.

A Qualifying Customer that requests multiple receipt and delivery points shall allocate a share of its total MDQ among the specified receipt and delivery points so that the allocation equals 100% of the requested MDQ. To the extent operationally feasible, Qualifying Customer will have the option to adjust its receipt and delivery point MDQ allocation on a monthly basis.

In the event that requests for service under FTS exceed available capacity, the requests yielding the greatest economic benefit to the Company, as determined by the Company, shall be granted first. As used in this paragraph "economic benefit" shall be determined, on a net present value basis, based upon: 1) the proposed contract rate to be paid for the FTS service, 2) the proposed term of the FTS service agreement and 3) the proposed MDQ for the FTS service. In the event the net present value is equal among requests, then available capacity will be allocated on a pro rata basis among requesting Qualifying Customers. Allocation of capacity pursuant to this section shall not change the otherwise applicable curtailment priority of FTS service.

Company shall notify the Qualifying Customer whether it can provide the requested FTS.

DETERMINATION OF DAILY MAXIMUM AND ANNUAL CONTRACT QUANTITIES

A Qualifying Customer's maximum daily contract quantity (MDQ) will be defined by the Qualifying Customer and shall be included in the Qualifying Customer's FTS Agreement.

A Qualifying Customer's annual contract quantity (ACQ) shall be determined based on the Qualifying Customer's agreed to MDQ over 365 days. The Qualifying Customer's ACQ shall be included in the Qualifying Customer's FTS Agreement.

DETERMINATION OF MDQ AND ACQ FOR NEW QUALIFYING CUSTOMERS

The MDQ and ACQ for new Qualifying Customers will be determined based upon information provided by the Qualifying Customer with respect to anticipated load requirements. New Qualifying Customers shall certify in writing that their gas requirements will average at least 200 Dth per day. The MDQ and ACQ may be adjusted after the first twelve (12) months of service, as appropriate.

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FIRM TRANSPORTATION SERVICE (FTS)

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ADJUSTMENTS TO MDQ AND ACQ

In the event that the Qualifying Customer exceeds its MDQ for more than five (5) consecutive days in any two (2) months within any twelve (12) month period without prior approval for authorized overruns, the Qualifying Customer's MDQ as stated in the Service Agreement will automatically be adjusted by the Company to the higher number for the remaining term of the FTS Agreement, subject to a determination by the Company, in its sole discretion, that such additional capacity is available. Qualifying Customer may request an increase in its contract MDQ and ACQ in its FTS Agreement in the event that its load requirements or usage patterns change. Said requests will be honored if the Company determines, in its sole discretion, that such increases will not adversely impact its ability to meet its contractual and service obligations or adversely impact its system operations. Said request shall be certified in writing by the Qualifying Customer.

METERING REQUIREMENTS

As a condition of receiving service under this Rate, Qualifying Customer will have a daily meter recording device which will be installed by the Company at the customer's expense. The Company may, on a non-discriminatory basis, require Qualifying Customer to furnish access to a phone line.

Cost of equipment installed by the Company will be assessed at the excess facilities charge of the estimated installed cost as defined in the Company's General Rules and Regulations Applicable to Gas Service.

DELIVERY OF GAS BY THE COMPANY

The Company shall deliver to the Qualifying Customer on a firm basis daily nominated gas quantities up to the Qualifying Customer's contract MDQ provided that Qualifying Customer has caused delivery on that day of an equivalent volume of gas to the Company at agreed to receipt points.

The Company is not obligated to deliver gas quantities on a firm basis in excess of the Qualifying Customer's MDQ or ACQ but may choose to do so in its sole discretion, such discretion shall not be unreasonably withheld. In the event Company agrees to allow the Qualifying Customer's takes of gas to exceed its MDQ, the Qualifying Customer shall be obligated to pay for such deliveries at the applicable authorized overrun charges under this Rate Schedule. Deliveries in excess of the Qualifying Customer's MDQ not authorized by the Company shall be treated as unauthorized overruns and such quantity of natural gas will be billed at the applicable unauthorized overrun charges as specified in this Rate Schedule.

All gas delivered by the Company to a Qualifying Customer under this Rate Schedule shall be subject to an unaccounted for gas adjustment specified in Appendix E.

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RATE FOR GAS SERVICE
FIRM TRANSPORTATION SERVICE (FTS)

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NOMINATIONS

Service shall be nominated by the Qualifying Customer (or Qualifying Customer's agent) as follows:

At least three (3) days prior to the beginning of the month, Customer will provide the Company a written estimate of its daily gas requirements for that month. Daily changes in nominations must be supplied to the Company no later than the time required for such nominations by the delivering pipeline(s). Company may, in its sole discretion, accept shorter notice provided that it determines that such service will not unacceptably impact the Company in any way, including but not limited to the following considerations: its ability to meet its contractual or service obligations; its system operational requirements; its upstream nominations; its upstream contractual obligations; or its service in any way, including but not limited to the following considerations: its ability to meet its contractual or service obligations; its system operational requirements; its upstream nominations; its upstream contractual obligations; or its service costs.

Company will not be required to accept any gas tendered by the Qualifying Customer (or Qualifying Customer's agent) that does not meet Company's quality specifications, which is not tendered for delivery at a mutually agreeable receipt point on the Company's system, or that exceeds the MDQ as specified in the Qualifying Customer's FTS Service Agreement.

DAILY IMBALANCE CASH-OUT PROVISIONS

The Qualifying Customer shall be subject to the daily imbalance cash-out provisions included in the Daily Imbalance Cash-out Provisions Rider to this Rate Schedule.

IMBALANCE NETTING OPTION

Qualifying Customer may elect to contract for an Imbalance Netting Option. Imbalance Netting shall entitle the Qualifying Customer to have daily over-and under-take imbalances netted within an eligible aggregated pool which pool shall be defined by the Company on a seasonal basis, consistent with its contractual, operational requirements, and administrative needs.

A Qualifying Customer that elects this option shall be billed the negotiated charges as included in the Customer's FTS Service Agreement.

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RATE FOR GAS SERVICE
FIRM TRANSPORTATION SERVICE (FTS)

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RATE

Customer Charge

\$350.00 per month.

Administrative Charge for Balancing Service

\$1,325.00 per month for Customers whose annual average daily gas use is 3,000 Dth per day or greater, or for Customers who currently have installed or elect the installation of telemetering equipment for remote access to metering data.

\$550.00 per month for Customers whose annual average daily gas use is less than 3,000 Dth per day.

Transportation Charge

The transportation charges shall be equal to the charges listed below (previous Rate Schedule 328) calculated at a 100% load factor using the Customer's MDQ, plus applicable balancing charges. No less than 50% of the charges as determined above shall be billed in the form of a monthly demand charge based on the agreed upon MDQ. The commodity charge will be applied to all therms delivered in the month. However, in no case shall the charges as determined above, on an annual basis, exceed the annual charges that would be generated by application of the rates listed below (previous Rate Schedule 325 minus gas supply charges). The commodity charge will be applied to all therms delivered in the month. The transportation charge shall be re-calculated annually on the anniversary date of the contract for the next annual period, or in the event of a change in the Qualifying Customer's MDQ.

Transportation Charges (previous Rate Schedule 328)

\$0.03070 per therm for the first 300,000 therms delivered in the month

\$0.00960 per therm for all over 300,000 therms delivered in the month

Commodity Charge (previous Rate Schedule 325)

\$0.44050 per therm for the first 6,000 therms used per month

\$0.38750 per therm for the next 24,000 therms used per month

\$0.35940 per therm for the next 60,000 therms used per month

\$0.35340 per therm for all over 90,000 therms used per month

Gas Supply Charges included in the above Rate Schedule 325 Commodity Charge

\$0.3126 per therm

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FIRM TRANSPORTATION SERVICE (FTS)

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RATE (continued)

Daily Imbalance Cash-out Charges

As set forth in the Daily Imbalance Cash-out Provisions Rider.

Imbalance Netting Option

As negotiated.

Adjustment for Authorized Overruns

The Qualifying Customer may request, and the Company, in its sole discretion, may agree on a daily basis to grant authorized overtakes of natural gas, such authorization shall not be unreasonably withheld, in excess of the Qualifying Customer's MDQ for each day. The charge per Dth for such authorized overruns on any day shall be the applicable 100% load factor rate, which shall be equal to the demand charge divided by 30.42, plus the commodity charge.

Adjustment for Unauthorized Overruns

If the Qualifying Customer takes in any day a quantity of gas which is greater than Qualifying Customer's MDQ for said day and which quantity does not constitute authorized overtakes, the Customer shall pay \$10.00 per Dth on the quantity of gas so delivered which is in excess of the MDQ, except that the charge will be \$60.00 per Dth during any period identified by the Company as a Critical Period. Critical Period shall be as defined in the Company's Daily Imbalance Cash-Out Provisions Rider.

The payment of a penalty for unauthorized overtake as provided above shall not under any circumstances be considered as giving the Qualifying Customer the right to take unauthorized overtakes, nor shall such payment be considered as a substitute for any other remedies available to the Company, or any other Customer, against the offending Qualifying Customer for failure to respect its obligation to adhere to the provisions of its Service Agreement with the Company.

MINIMUM PAYMENT

The minimum monthly payment under this Rate Schedule shall be the Customer Charge plus the Administrative Charge and the Demand Charge as included in the Transportation Charge.

RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

Effective 7/1/2011



RATE 445
RATE FOR GAS SERVICE
SUPPLIER AGGREGATION SERVICE (SAS)

No. 1 of 9 Sheets

TO WHOM AVAILABLE

This Rate shall be available to marketers and brokers who: 1) have been designated as a qualified supplier and/or agent by customers who have elected to receive service under Rate Schedules 411, 415, 421, and 425, or Rate 443 Firm Distribution Transportation Service (FDTs); 2) meet the qualification requirements specified in this Rate Schedule; and 3) have executed a Supplier Aggregation Service (SAS) Agreement with the Company (qualifying aggregators).

CHARACTER OF SERVICE

A qualifying aggregator may aggregate individual customers, on whose behalf the qualifying aggregator is providing gas supply, for nomination, balancing and load management purposes at specified points of receipt on the Company's distribution system or at specified pipeline interconnections available to the Company on its upstream capacity.

Only customers within the same system Zone (currently Zones A, B, C, D, and E) utilizing the same transportation service and utilizing the same nomination option may be aggregated.

Interstate pipeline and storage assets will be allocated to qualifying aggregators who will be required to pay for these assets, either through accepting the allocation and directly paying the pipeline or storage operator or choosing the Company's Asset Mitigation option.

SERVICE AGREEMENT

A qualifying aggregator desiring service under this Rate Schedule shall contact the Company to request service. As a condition of receiving service, the qualifying aggregator shall execute a Supplier Aggregation Service Agreement.

NOMINATIONS UNDER SCDS RIDER

The following Nomination Options are available under SCDS. Qualifying aggregator may change option once per year with written notice to the Company.

Company Nomination Option

At the beginning of each month the Company shall provide to the qualifying aggregator a good faith estimate of the daily delivery quantities that will be required for the month for Qualifying Customers served by said qualifying aggregator under Supplier Choice Delivery Services (SCDS). Such estimated daily delivery quantities may be changed by the Company no later than the time required for such nominations by the delivering pipeline(s), in order to adjust for demand and weather variations.

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SUPPLIER AGGREGATION SERVICE (SAS)**

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NOMINATIONS UNDER SCDS RIDER (continued)

Formula Option

The qualifying aggregator shall use a formula, provided by the Company, to calculate daily City Gate delivery quantities required under SCDS. Such formula may be adjusted by the Company, in its sole discretion, at the beginning of each month and/or week. Qualifying aggregator shall be notified of any formula adjustments by the Company on a timely basis.

Qualifying Aggregator Nomination Option

The qualifying aggregator shall determine the daily delivery quantities.

RATE

Administration Charge

The Administration Charge under this Rate Schedule shall be \$1.50 per meter per month for General Service Customers and \$0.75 per meter per month for Residential Customers or \$500.00 per aggregation contract per month, whichever is greater.

Imbalance and Overrun Charges

A qualifying aggregator shall be billed on a monthly basis for under and over deliveries of nominated quantity of natural gas, authorized and unauthorized overrun capacity charges, as well as charges for unauthorized use of gas by the qualifying aggregator's customers when the qualifying aggregator fails to deliver adequate quantities of gas and the qualifying aggregator has not contracted for Firm No-Notice Backup Supply Service (FNBS).

Other Charges

A qualifying aggregator shall be billed such other charges as may be applicable from time to time, including but not limited to charges related to the use and/or assignment of the Company's upstream capacity and an unaccounted for gas adjustment specified in Appendix E or all gas deliveries by Company on behalf of the qualifying aggregator.

Effective 7/1/2011



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SUPPLIER AGGREGATION SERVICE (SAS)

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SUPPLIER PERFORMANCE REQUIREMENTS

The obligations that a qualifying aggregator agrees to undertake in exchange for the right to sell gas supply under this Rate Schedule are delineated in the Service Agreement between the qualifying aggregator and the Company. Qualifying aggregator shall be subject to reasonable standards of conduct and performance standards, as may be issued from time to time by the Commission, for suppliers that choose to make direct sales to customers electing service under Rider to Rate Schedule 411, 415, and other Human Needs customers.

Qualifying aggregator shall post either a cash deposit or irrevocable letter of credit from an issuer meeting Company's approval in order to ensure qualifying aggregator's performance of its contractual obligations. The qualifying aggregator agrees that the Company shall have the right to access and apply the cash deposit or draw on the letter of credit in an amount equal to any payment obligations owing to Company. In lieu of a cash deposit or letter of credit from the qualifying aggregator, Company may, in its sole discretion, agree to accept a parent guaranty from the qualifying aggregator's parent company.

The amount of the cash deposit or irrevocable letter of credit will be based upon the maximum aggregate daily delivery obligation of the qualifying aggregator for a ten (10) day peak period.

Qualifying aggregators shall provide a written affidavit certifying to the IURC and, simultaneously, a copy to the Company, that it has adequate firm supplies under contract to meet its customers aggregate firm daily demand and firm annual demand or that it has contracted with the Company for Firm No-Notice Backup Supply Service to cover firm delivery short falls.

In the event that there is a good faith dispute between the qualifying aggregator and the Company as to whether the qualifying aggregator satisfies the requirements of this provision, the qualifying aggregator may file a complaint with the IURC asking the IURC to resolve the dispute with the Company as to whether it, in fact, is a "qualified supplier" within the meaning of the tariff.

Alternatively, in lieu of filing a complaint with the Commission the qualifying aggregator and the Company may, by mutual agreement, seek a resolution of the good faith dispute through binding arbitration.

Effective 7/1/2011

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SUPPLIER AGGREGATION SERVICE (SAS)**

No. 4 of 9 Sheets

DAILY IMBALANCE CASH-OUT PROVISIONS

The qualifying aggregator shall be subject to the daily imbalance cash-out provisions included in this Rate Schedule, or in the case of aggregation of FDTS customer loads the Daily Imbalance Cash-out Provisions Rider shall apply.

Imbalances under Rider 480 SCDS

Company Nomination Option

The Daily Imbalance Volume shall be the difference between the daily nomination requested by the Company from the qualifying aggregator and the volume of gas actually delivered to the system by that qualifying aggregator.

Formula Option

The Daily Imbalance Volume shall be the difference between the volume calculated in the formula using the Company's actual weather data and the volume tendered to the system by the qualifying aggregator.

Qualifying Aggregator Nomination Option

There are no daily nomination imbalances under this option.

Daily Imbalances During Non-Critical Periods

If on any day the volume of gas delivered by the qualifying aggregator differs from the nomination requested by the Company under SCDS, after adjustment for allowed balancing tolerances and fuel, such quantity of natural gas shall be subject to the following charges:

For Over-Deliveries (the qualifying aggregator's delivered volume is greater than the Company's requested volume) the Company will purchase gas from the qualifying aggregator at the rates below:

Imbalance Level	Company Pays Qualifying Aggregator
+ 0% to 4.99%	100% of the Lesser of Daily Index or First of Month Index
+ 5% to 9.99%	90% of the Lesser of Daily Index or First of Month Index
+10% to 20%	80% of the Lesser of Daily Index or First of Month Index
Over + 20%	60% of the Lesser of Daily Index or First of Month Index

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DAILY IMBALANCE CASH-OUT PROVISIONS (continued)

Daily Imbalances During Non-Critical Periods (continued)

For Under-Deliveries (the qualifying aggregator's delivered volume is less than the Company's requested volume) the qualifying aggregator will purchase gas from the Company at the rates below:

Imbalance Level	Qualifying Aggregator Pays Company
- 0% to 4.99%	100% of the Greater of Daily Index or First of Month Index
- 5% to 9.99%	110% of the Greater of Daily Index or First of Month Index
-10% to 20%	120% of the Greater of Daily Index or First of Month Index
Under - 20%	140% of the Greater of Daily Index or First of Month Index

In addition to the charges above, qualifying aggregator shall pay all costs, as determined by the Company, associated with managing the qualifying aggregator's imbalances, including, but not limited to, all upstream and on-system capacity costs and supply costs.

The Daily Index price shall be the arithmetic average of the range of prices posted for "Chicago LDC's, large end users" under the table City Gate, Pooling Point Prices as published in Gas Daily. In the event this posting is unavailable, Company will establish a new Daily Index price.

The First of Month Index price shall be the arithmetic average of the "Range of Reported Spot Prices Utilities" for the first day of each Month appearing under the table "Northern Illinois/Northern Indiana" as published in INSIDE FERC.

In the event a qualifying aggregator fails to comply with an Operational Flow Order (OFO) issued by an interstate pipeline that results in a pipeline penalty, the qualifying aggregator shall be allocated the pipeline penalty. If a qualifying aggregator fails to comply with an OFO issued by the Company, the Company reserves the right to move the qualifying aggregator to the Company's Asset Mitigation Option.

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DAILY IMBALANCE CASH-OUT PROVISIONS (continued)

Daily Imbalances During Critical Periods

For Over-Deliveries (the qualifying aggregator's delivered volume is greater than the Company's requested volume) the Company will purchase gas from the qualifying aggregator at the rates below:

Imbalance Level	Company Pays Qualifying Aggregator
+ 0% to .99%	100% of the Lesser of Daily Index or First of Month Index
+ 1% to 4.99%	90% of the Lesser of Daily Index or First of Month Index
+ 5% to 10%	80% of the Lesser of Daily Index or First of Month Index
Over + 10%	60% of the Lesser of Daily Index or First of Month Index

For Under-Deliveries (the qualifying aggregator's delivered volume is less than the Company's requested volume) the qualifying aggregator will purchase gas from the Company at the rates below:

Imbalance Level	Qualifying Aggregator Pays Company
- 0% to .99%	100% of the Greater of Daily Index or First of Month Index
- 1% to 4.99%	110% of the Greater of Daily Index or First of Month Index
- 5% to 10%	120% of the Greater of Daily Index or First of Month Index
Under - 10%	140% of the Greater of Daily Index or First of Month Index

In addition to the above charges, qualifying aggregator will pay the greater of \$60.00 per Dth or the applicable pipeline penalty charges. For purposes of this section Critical Period shall be as defined on sheet 3 of 4 in the Company's Daily Imbalance Cash-Out Provisions Rider.

Should the qualifying aggregator be in an imbalance during a Critical Period which is opposite the Company's imbalance during the Critical Period, the qualifying aggregator shall be assessed as follows:

- 1) The lesser of Daily Index or First of Month Index for all Over-Deliveries; or
- 2) The greater of Daily Index or First of Month Index for all Under-Deliveries.

If, at the request of the Company, the qualifying aggregator assumes an imbalance beneficial to the Company, the Under- or Over-Deliveries shall be assessed at 100% of the Daily Index price.

The Daily Index price and the First of Month Index price shall be as defined above under Daily Imbalances during Non-Critical Periods.

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SUPPLIER AGGREGATION SERVICE (SAS)

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Extraordinary Imbalances and Recurring Unauthorized Use of System Gas Under SCDS

1) Correction for Extraordinary Circumstances

In the event that system supply gas is not available to satisfy underdelivery imbalances, the Company shall use its reasonable efforts to acquire replacement quantity of natural gas of gas from other sources. Under these circumstances, qualifying aggregator shall be responsible for all costs incurred by the Company to obtain gas supply including, but not limited to, upstream and on-system capacity costs, supply costs plus an additional charge of \$60.00 per Dth for all short-fall quantity of natural gas.

2) Recurring Over-Deliveries

If qualifying aggregator delivers excess quantity of natural gas for more than ten (10) days during any month, qualifying aggregator shall provide documentation to the Company that it has contracted for a storage service for a minimum of two months. The Company shall determine, in its reasonable discretion, whether the contracted storage service is adequate to balance qualifying aggregator's deliveries.

If qualifying aggregator delivers excess quantity of natural gas for more than ten (10) days during any month, more than once within a twelve (12) month period, qualifying aggregator shall be assigned Optional Storage Service, or an equivalent service (as determined by the Company) in the event Optional Storage Service is fully subscribed, based on the highest over-delivery on the days when the over-deliveries occurred. Qualifying aggregator shall be obligated to pay for Optional Storage Service as defined in the Optional Storage Service Rate Schedule.

3) Recurring Under-Deliveries

If qualifying aggregator fails to deliver sufficient quantities of gas on more than three (3) days during any month, qualifying aggregator shall provide documentation to the Company that it has contracted for satisfactory firm no-notice supply service for the next five (5) months. The Company shall determine, in its reasonable discretion, whether the contracted no-notice service is adequate to balance qualifying aggregator's deliveries.

In the event qualifying aggregator fails to deliver sufficient quantities of gas on more than three (3) days during any month, more than once within a twelve (12) month period, then qualifying aggregator shall be assigned Firm No-Notice Backup Supply Service at a volume equal to the highest deficiency on the days when the delivery failures occurred. Qualifying aggregator shall be obligated to pay Firm No-Notice Backup Supply Service charges for a period of not less than five (5) months.

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SUPPLIER AGGREGATION SERVICE (SAS)

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DAILY IMBALANCE CASH-OUT PROVISIONS (continued)

Imbalances Under Rate 443 FDTS

Qualifying Aggregators under SAS are eligible for aggregating FDTS customers' loads, in the same delivery zone on the Company's system, under the Imbalance Netting Option of FDTS. Charges for aggregate FDTS customers' imbalances, after netting within the aggregate load, shall be subject to the imbalance provisions included in the Daily Imbalance Cash-out Provisions Rider and billed to qualifying aggregator.

MONTHLY RECONCILIATIONS UNDER RIDER 480 SCDS

Company Nomination Option

The Company shall reconcile on a monthly basis the nominated quantity of natural gas plus or minus storage injections or withdrawals for each qualifying aggregator with the usage of that qualifying aggregator's customers. Any difference as a result of this reconciliation shall be purchased either by the Company, if a positive result, or by the qualifying aggregator, in the event of a negative result, at a price based on the Company's average commodity cost of purchased gas for the month being reconciled. The bills for the monthly reconciliation shall be due and payable seventeen (17) days after being submitted.

Formula Option

The Company shall reconcile on a monthly basis the nominated quantities plus or minus storage injections or withdrawals for each qualifying aggregator with the usage of that qualifying aggregator's customers. Any difference as a result of this reconciliation shall be purchased either by the Company, if a positive result, or by the qualifying aggregator, in the event of a negative result, at a price based on the Company's average commodity cost of purchased gas for the month being reconciled. The bills for the monthly reconciliation shall be due and payable seventeen (17) days after being submitted.

Qualifying Aggregator Nomination Option

Each month, the Company shall allocate monthly usage to daily usages based on the profile of NIPSCO General Sales volumes. The Company shall then reconcile on a daily basis the nominated volumes plus or minus storage injections or withdrawals for each qualifying aggregator with the allocated daily usage of that qualifying aggregator's customers. Any difference as a result of this reconciliation shall be purchased either by the Company, if a positive result, or by the qualifying aggregator, in the event of a negative result, at a price defined in the Daily Imbalance Cash-out Provisions section above. The bills for the monthly reconciliation shall be due and payable seventeen (17) days after being submitted.

Effective 7/1/2011



RATE 445
RATE FOR GAS SERVICE
SUPPLIER AGGREGATION SERVICE (SAS)

No. 9 of 9 Sheets

MINIMUM PAYMENT

The minimum monthly payment under this Rate Schedule shall be the Administrative Charge.

RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

Effective 7/1/2011



RIDER 446
FIRM NO-NOTICE BACKUP SUPPLY SERVICE (FNBS) RIDER

No. 1 of 4 Sheets

TO WHOM AVAILABLE

This Rider for Firm No-Notice Backup Supply Service (FNBS) is available to Customers receiving service under Rates 428 or 438, Firm Distribution Transportation Service (FDTS), Firm Transportation Service (FTS) and suppliers and marketer aggregators utilizing Supplier Aggregation Service (Qualifying Customers), who shall execute a Service Agreement with the Company for service hereunder.

CHARACTER OF SERVICE

FNBS will entitle Qualifying Customer who is also taking service under the Company's Rate 428 or 438, FDTS and FTS to gas delivery on a firm, no-notice basis from the Company on those days when Qualifying Customer's gas supply, delivered by other suppliers on its behalf, fails, for any reason, to equal to the volume of gas actually used by the Qualifying Customer on that day. Quantity of natural gas delivered to the Qualifying Customer hereunder shall be billed under the Company's applicable rate schedules utilized by the Qualifying Customer for basic transportation service, and, in addition, the charges as described herein.

FNBS will entitle Qualifying Customers who are suppliers and marketers to gas supply on a firm, no-notice basis from the Company on those days when suppliers' or marketers' requirements are greater than their confirmed nominated quantity of natural gas.

SERVICE AGREEMENT

As a condition for receiving service under FNBS, Qualifying Customer shall be required to execute a Service Agreement for FNBS.

The FNBS Service Agreement shall, among other things, establish the Qualifying Customer's entitlement rights to back-up gas supply on a daily (maximum daily contract quantity (MDQ)), and annual (Annual Contract Quantity (ACQ)) basis.

REQUEST FOR SERVICE

A Qualifying Customer desiring service under FNBS shall submit a request for service to the Company, with the following information:

- a. The maximum daily quantity of supply requested;
- b. The maximum number of days during the year that back-up supply is requested;
- c. The meter location or City Gate receipt point, whichever applicable, where back-up supply will be delivered.

Effective 7/1/2011



RIDER 446
FIRM NO-NOTICE BACKUP SUPPLY SERVICE (FNBS) RIDER

No. 2 of 4 Sheets

REQUEST FOR SERVICE (continued)

Based on the information provided by the Qualifying Customer in the request for service hereunder, the Company will, in its sole discretion, determine whether it can provide the requested service consistent with its other contractual commitments and its overall operational requirements.

In the event that requests for service under FNBS exceed available supply and capacity, the requests yielding the greatest economic benefit to the Company, as determined by the Company, shall be granted first. As used in this paragraph "economic benefit" shall be determined, on a net present value basis, based upon: 1) the proposed contract rate to be paid for the FNBS service, 2) the proposed term of the FNBS service agreement and 3) the proposed MDQ for the FNBS service. In the event the net present value is equal among requests, then available capacity will be allocated on a pro rata basis among requesting Qualifying Customers. Allocation of capacity pursuant to this section shall not change the otherwise applicable curtailment priority of FNBS service.

Company shall notify Qualifying Customer whether it can provide the requested service under FNBS.

DELIVERY OF GAS BY THE COMPANY

The Company shall deliver to the Qualifying Customer on a firm no-notice basis daily quantities of gas up to the Qualifying Customer's contract MDQ on days its scheduled supplies are not delivered.

The Company is not obligated to deliver gas quantities on a firm basis in excess of the Qualifying Customer's MDQ or ACQ but may choose to do so in its sole discretion. In the event Company agrees to allow the Qualifying Customer's takes of gas to exceed its MDQ, the Qualifying Customer shall be obligated to pay for such deliveries at the applicable authorized overrun charges under this Rider. Deliveries in excess of the Qualifying Customer's MDQ not authorized by the Company shall be treated as unauthorized overruns and such quantity of natural gas will be billed at the applicable unauthorized overrun charges as specified in this Rider.

Effective 7/1/2011



RIDER 446
FIRM NO-NOTICE BACKUP SUPPLY SERVICE (FNBS) RIDER

No. 3 of 4 Sheets

RATE

Upon electing FNBS, and a determination by the Company that service to the Qualifying Customer hereunder is available, Qualifying Customer will be billed and obligated to pay the following charges for service, such charges to be stated in the Qualifying Customer's Service Agreement:

Service Charge

\$250.00 per month, one month minimum.

Demand Charge

A negotiated charge per month per Dth of MDQ contracted for under FNBS, not to exceed \$10.00 per Dth, said demand charge to be paid each month of the term of service specified in the executed FNBS Agreement.

Commodity Charge

A negotiated charge per Dth for gas actually delivered hereunder in the month to Customer's utilizing service under the Company's applicable transportation rate schedules, or per Dth of gas actually supplied in the month to Customers who are suppliers or marketers. Such negotiated charge will not be less than the arithmetic average of the range of prices posted for "Chicago LDC's, large and users" under the table City Gate, Pooling Point Prices as published in Gas Daily price for gas on the date the gas was actually used, adjusted for unaccounted for gas as applicable.

Adjustment for Authorized Overruns

The Qualifying Customer may request, and the Company, in its sole discretion, may agree on a daily basis to grant authorized overruns of natural gas, such authorization shall not be unreasonably withheld, in excess of the Qualifying Customer's MDQ for each day. The charge per Dth for such authorized overruns on any day shall be the applicable 100% load factor rate, which shall be equal to the demand charge divided by 30.42, plus the commodity charge.

Effective 7/1/2011



RIDER 446
FIRM NO-NOTICE BACKUP SUPPLY SERVICE (FNBS) RIDER

No. 4 of 4 Sheets

RATE (continued)

Adjustment for Unauthorized Overruns

If the Qualifying Customer takes in any day a quantity of gas which is greater than Qualifying Customer's MDQ for said day and which quantity does not constitute authorized overtakes, the Customer shall pay, \$10.00 per Dth, on the quantity of gas so delivered which is in excess of the MDQ, except that the charge will be \$60.00 per Dth during any period identified by the Company as a Critical Period. Critical Periods shall be as defined in the Company's Daily Imbalance Cash-out Provisions Rider.

The payment of a penalty for unauthorized overtake as provided above shall not under any circumstances be considered as giving the Qualifying Customer the right to take unauthorized overtakes, nor shall such payment be considered as a substitute for any other remedies available to the Company, or any other Customer, against the offending Qualifying Customer for failure to respect its obligation to adhere to the provisions of its Service Agreement with the Company.

MINIMUM PAYMENT

The Qualifying Customer's minimum monthly payment under this Rider shall be as stated in the Service Agreement hereunder.

AVAILABILITY FOR RESALE

The prohibition of availability for resale to others under any rate schedules of the Company does not apply where the resale of gas supply as purchased hereunder is by a supplier or marketer.

RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

Effective 7/1/2011



RIDER 447
GAS PARKING SERVICE (GPS) RIDER

No. 1 of 3 Sheets

TO WHOM AVAILABLE

This Rider for Parking and Interchange Service is available to Zones A, B, C, D and E Customers receiving service under Rates 428 or 438, Firm Distribution Transportation Service (FDTS), Firm Transportation Service (FTS), and suppliers and marketer aggregators utilizing Supplier Aggregation Service (Qualifying Customers), who shall execute a Service Agreement with the Company for service hereunder.

CHARACTER OF SERVICE

Service hereunder shall be available, on a transaction by transaction basis at the sole discretion of the Company, to any Qualifying Customer, who from time to time, may require a service to temporarily store ("Park") certain quantity of natural gas for a designated period of time and then have the natural gas delivered back to the Qualifying Customer. Parking Service shall be limited to a period of not more than five (5) consecutive days and not more than ten (10) days in total in any month unless otherwise agreed to by the Company.

Parking Service shall be offered at the interconnections of the Company's transmission system and Natural Gas Pipeline of America (NGPL), American Natural Resources (ANR), Trunkline Gas Company (Trunkline), Crossroads Pipeline Company (Crossroads), Panhandle Eastern Pipeline Company (PEPL), Northern Border Pipeline, and Vector Pipeline in the supply areas serviced by NGPL, ANR, Trunkline, PEPL, or Tennessee Gas Pipeline Company (TGPL) or as an interchange service. An interchange service shall occur when deliveries at the Company's City Gate are redelivered in the supply area and supply area supplies are redelivered at the City Gate.

Company shall provide this service to Qualifying Customers on a transaction by transaction basis subject to mutually agreeable terms and conditions. Each transaction hereunder will be individually negotiated by the Qualifying Customer and the Company and set forth in request to initiate service.

Service under this Rider shall be nominated on a daily basis, as provided in the applicable Parking Service Agreement hereunder, and is subject to interruption by the Company, in its sole discretion, as it deems necessary to meet its contractual and operational obligations.

SERVICE AGREEMENT

As a condition for receiving service hereunder, Qualifying Customer shall be required to execute a Parking Service Agreement, prior to initiating requests for transactions and the commencement of service hereunder.

Effective 7/1/2011

RIDER 447
GAS PARKING SERVICE (GPS) RIDER

No. 2 of 3 Sheets

REQUEST TO INITIATE A TRANSACTION

For each transaction under the Parking Service Agreement, Qualifying Customer shall submit a request to initiate a transaction with the Company. Such request will include information required to determine whether Company's available service can accommodate Qualifying Customer's transaction requirements. This information may include, but is not limited to:

- a. the total and daily volume of natural gas in need of Parking Service;
- b. the number of days the Qualifying Customer requires the Parking Service;
- c. the location where the Qualifying Customer desires to deliver the gas;
- d. the location where the Qualifying Customer desires to receive the gas and the number of days over which the gas will be received; and
- e. any other information the Company deems necessary in order to determine the availability of the service.

Based on the information provided by the Qualifying Customer in the request to initiate a transaction hereunder, the Company will, in its sole discretion, determine whether it can provide the requested transaction consistent with its other contractual commitments and its overall operational requirements. Once the request is executed by the Company, its terms and conditions will be incorporated by reference into the Parking Service Agreement, and service will commence hereunder.

Requests for transactions shall be considered on a first-come, first-served basis. In the event that requests for transactions under Parking Service are received simultaneously and exceed available capacity, the requests yielding the greatest economic benefit to the Company, as determined by the Company, shall be granted first. As used in this paragraph "economic benefit" shall be determined, on a net present value basis, based upon: 1) the proposed contract rate to be paid for the GPS service, 2) the proposed term of the GPS service agreement and, 3) the proposed MDQ for the GPS service. In the event the net present value is equal among requests, then available capacity will be allocated on a pro rata basis among requesting Qualifying Customers. Allocation of capacity pursuant to this section shall not change the otherwise applicable curtailment priority of GPS service.

Company shall notify Qualifying Customer whether it can provide the requested Parking Service transaction.

Effective 7/1/2011

RIDER 447
GAS PARKING SERVICE (GPS) RIDER

No. 3 of 3 Sheets

RATE

Upon electing GPS, and a determination by the Company that service to the Qualifying Customer hereunder is available, Qualifying Customer will be billed and obligated to pay the following charges for service, such charges to be stated in the Qualifying Customer's Service Agreement:

Service Charge

\$250.00 per transaction. The Service Charge shall be the minimum amount charged per transaction. The Service Charge shall offset the first \$250.00 of Commodity Charges incurred per transaction under this Rider.

Commodity Charge

The Commodity Charge will be comprised of a Parking Fee as well as applicable interchange charges, fuel, and surcharges. The Commodity Charge shall be mutually agreed upon by the parties at the time of the transaction. The Commodity Charge shall be multiplied by the quantity of gas specified in the Parking Service Agreement multiplied by the number of days the gas volume is parked.

IMBALANCE PENALTIES

Unless an extension of Parking Service is requested by the Qualifying Customer at least twenty-four (24) hours prior to the end of the term of the Parking Service Agreement and is otherwise agreed to by the Company, in its sole discretion, and the Qualifying Customer fails, for any reason, to receive or cause the receipt of parked gas at the end of the agreed upon service period, all "unclaimed" parked volumes will be purchased by the Company at a price equal to 50% of the applicable index price as defined in the Parking Service Agreement.

MINIMUM PAYMENT

The Qualifying Customer's minimum payment per transaction under this Rider shall be the Service Charge.

RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

Effective 7/1/2011

RIDER 448
GAS LENDING SERVICE (GLS) RIDER

No. 1 of 3 Sheets

TO WHOM AVAILABLE

This Rider for Lending Service is available to all Zones A, B, C, D and E Customers receiving service under Rider Rates 428 or 438, Firm Distribution Transportation Service (FDTS), Firm Transportation Service (FTS) and suppliers and marketer aggregators utilizing Supplier Aggregation Service (Qualifying Customers), who shall execute a Service Agreement with the Company for service hereunder.

CHARACTER OF SERVICE

Service hereunder shall be available, at the sole discretion of the Company, to any Qualifying Customer, who from time to time, desires to borrow certain quantity of natural gas for a designated period of time, and then repay the borrowed quantity of natural gas to the Company. Lending Service will not be provided for more than thirty (30) consecutive days, unless otherwise agreed to by the Company.

Company shall provide this service to Qualifying Customers on a transaction by transaction basis subject to mutually agreeable terms and conditions. Each transaction hereunder will be individually negotiated by the Qualifying Customer and the Company and set forth in the request to initiate service.

Service under this Rider shall be nominated on a daily basis, as provided in the applicable Lending Service Agreement hereunder, and is subject to interruption by the Company, in its sole discretion, as it deems necessary to meet its contractual and operational obligations.

SERVICE AGREEMENT

As a condition for receiving service hereunder, Qualifying Customer shall be required to execute a Lending Service Agreement, prior to initiating requests for transactions and the commencement of service hereunder.

REQUEST TO INITIATE A TRANSACTION

For each transaction under the lending Service Agreement, Qualifying Customer shall submit a request to initiate a transaction with the Company. Such request will include information required to determine whether Company's available service can accommodate Qualifying Customer's transaction requirements. This information may include, but is not limited to:

- a. The total and daily volume of natural gas Qualifying Customer desires to borrow;
- b. The date Qualifying Customer requests to commence borrowing gas and the dates Qualifying Customer will repay the volume of borrowed gas;
- c. The daily rate at which Qualifying Customer will repay the total borrowed volume of natural gas;

Effective 7/1/2011



RIDER 448
GAS LENDING SERVICE (GLS) RIDER

No. 2 of 3 Sheets

REQUEST TO INITIATE A TRANSACTION (continued)

- d. The location where the Qualifying Customer desires the borrowed gas to be delivered:
 - 1. Company's City Gate, or
 - 2. Into the supply basins served by one of the seven (7) interstate pipelines physically connected to Company's transmission system.
- e. The location Qualifying Customer desires to repay the borrowed gas volumes:
 - 1. Company's City Gate, or
 - 2. Into the supply basins served by one of the seven (7) interstate pipelines physically connected to Company's transmission system.

Based on the information provided by the Qualifying Customer in the request to initiate a transaction hereunder, the Company will, in its sole discretion, determine whether it can provide the requested transaction consistent with its other contractual commitments and its overall operational requirements. Once the request is executed by the Company, its terms and conditions will be incorporated in the Lending Service Agreement, and service will commence hereunder.

Requests for transactions shall be considered on a first-come, first-served basis. In the event that requests for transactions under Lending Service are received simultaneously and exceed available capacity, the requests yielding the greatest economic benefit to the Company as determined by the Company, shall be granted first. As used in this paragraph, "economic benefit" shall be determined, on a net present value basis, based upon: 1) the proposed contract rate to be paid for the GLS service, 2) the proposed term of the GLS service agreement and, 3) the proposed MDQ for the GLS service. In the event the net present value is equal among requests, then available capacity will be allocated on a pro rata basis among requesting Qualifying Customers. Allocation of capacity pursuant to this section shall not change the otherwise applicable curtailment priority of GLS service.

Company shall notify Qualifying Customer whether it can provide the requested Lending Service.

RATE

Upon electing GLS, and a determination by the Company that service to the Qualifying Customer hereunder is available, Qualifying Customer will be billed and obligated to pay the following charges for service, such charges to be stated in the Qualifying Customer's Service Agreement:

Effective 7/1/2011



RIDER 448
GAS LENDING SERVICE (GLS) RIDER

No. 3 of 3 Sheets

RATE (continued)

Service Charge

\$250.00 per transaction. The Service Charge shall be the minimum amount charged per transaction. The Service Charge shall offset the first \$250.00 of Commodity Charges incurred per transaction under this Rider.

Commodity Charge

The Commodity Charge will be comprised of a Lending Fee and Transportation Fee.

The Lending Fee component is the cost of borrowing the gas from the Company. The Lending Fee shall be determined by multiplying (i) the previous day's NYMEX close adjusted by a mutually agreeable basis differential for the location the Qualifying Customer borrows the gas by (ii) the previous day's Federal Reserve Bulletin prime interest rate as reported in the Wall Street Journal; prorated by the total number of days from the first date that gas is borrowed until the borrowed quantity of natural gas are repaid to the Company. The Lending Fee shall apply to remaining unpaid balances throughout the borrowing period.

The Transportation Fee will be billed to the Qualifying Customer in the event Qualifying Customer repays the gas at a different location(s) than the location(s) where the gas was borrowed provided that the Company agrees, in its sole discretion, to receive the gas at the different location(s). The applicable Transportation Fee shall be mutually agreed upon by the parties at the time of the transaction, and will include reservation, commodity, surcharge and fuel rates of the transportation capacity utilized, whether upstream or on-system, by the Company in implementing the transactions. A negotiated administrative fee will also be applied to all quantity of natural gas transported.

IMBALANCE PENALTIES

In the event that Customer does not repay loaned gas quantity of natural gas pursuant to the time table agreed to in the executed Lending Service Agreement, such "unpaid" quantity of natural gas shall be treated as unauthorized use of gas subject to a charge of \$60.00 per Dth per month multiplied by the quantity of natural gas that remain unpaid.

MINIMUM PAYMENT

The Qualifying Customer's minimum payment per transaction under this Rider shall be the Service Charge.

RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

Effective 7/1/2011



RIDER 449
FIRM PEAKING CAPACITY SERVICE (FPCS) RIDER

No. 1 of 3 Sheets

TO WHOM AVAILABLE

This Rider for Firm Peaking Capacity Service (FPCS) is available to all Zones A, B, C, D and E Customers receiving service under Rates 428 or 438, Firm Distribution Transportation Service (FDTS), Firm Transportation Service (FTS), and suppliers and marketer aggregators utilizing Supplier Aggregation Service (Qualifying Customers), who shall execute a Service Agreement with the Company for service hereunder.

CHARACTER OF SERVICE

Service hereunder shall be a short-term, nominated, firm capacity service for Qualifying Customer's gas at various delivery points on the Company's system during the months of November through April. This service will be made available on a daily, weekly or monthly basis. Quantity of natural gas delivered to the Customer hereunder shall be nominated pursuant to the procedures and billed under the Company's applicable rate and/or tariff schedules utilized by the Qualifying Customer for basic transportation service, and, in addition, the charges as described herein.

SERVICE AGREEMENT

As a condition for receiving service under FPCS, Qualifying Customer shall be required to execute a Service Agreement for FPCS.

The FPCS Service Agreement shall, among other things, establish the Qualifying Customer's entitlement rights to peaking capacity on a daily (maximum daily contract quantity (MDQ)) basis.

REQUEST FOR SERVICE

A Qualifying Customer desiring service under FPCS shall submit a request for service to the Company with the following information:

- a. The maximum daily quantity of peaking capacity requested;
- b. The maximum number of days Qualifying Customer desires said peaking capacity; and
- c. The specific physical interconnections between the Company and the interstate pipeline through which Qualifying Customer will source its gas to the Company's transmission facilities.

Effective 7/1/2011



RIDER 449
FIRM PEAKING CAPACITY SERVICE (FPCS) RIDER

No. 2 of 3 Sheets

REQUEST FOR SERVICE (continued)

Based on the information provided by the Qualifying Customer in the request for service hereunder, the Company will, in its sole discretion, determine whether it can provide the requested service consistent with its other contractual commitments and its overall operational requirements.

In the event that requests for service under FPCS exceed available capacity, the requests yielding the greatest economic benefit to the Company, as determined by the Company, shall be granted first. As used in this paragraph "economic benefit" shall be determined, on a net present value basis, based upon: 1) the proposed contract rate to be paid for the FPCS service, 2) the proposed term of the FPCS service agreement and, 3) the proposed MDQ for the FPCS service. In the event the net present value is equal among requests, then available capacity will be allocated on a pro rata basis among requesting Qualifying Customers. Allocation of capacity pursuant to this section shall not change the otherwise applicable curtailment priority of FPCS service.

Company shall notify Qualifying Customer whether it can provide the requested service under FPCS.

RATE

Upon electing FPCS, and a determination by the Company that service to the Qualifying Customer hereunder is available, Qualifying Customer will be billed and obligated to pay the following charges for service, such charges to be stated in the Qualifying Customer's Service Agreement:

Service Charge

\$250.00 per month, one month minimum.

Peaking Capacity Charge

A peaking capacity charge shall be negotiated by the Qualifying Customer and the Company. Such negotiated charge shall not exceed a level that yields revenues during the term of the FPCS Service Agreement greater than the annualized revenues that would be generated by applying rates under FDTs. No less than 50% of the negotiated rate shall be billed in the form of a monthly demand charge based on the agreed upon MDQ. The commodity component of the capacity charge shall be applied to nominated quantity of natural gas.

Adjustment for Authorized Overruns

The Qualifying Customer may request, and the Company, in its sole discretion, may agree on a daily basis to grant authorized overruns of natural gas, such authorization shall not be unreasonably withheld, in excess of the Qualifying Customer's MDQ for each day. The charge per Dth for such authorized overruns on any day shall be the applicable 100% load factor rate, which shall be equal to the demand charge divided by 30.42, plus the commodity charge.

Effective 7/1/2011



RIDER 449
FIRM PEAKING CAPACITY SERVICE (FPCS) RIDER

No. 3 of 3 Sheets

RATE (continued)

Adjustment for Unauthorized Overruns

If the Qualifying Customer takes in any day a quantity of gas which is greater than Qualifying Customer's MDQ for said day and which quantity does not constitute authorized overtakes, the Customer shall pay, \$10.00 per Dth, on the quantity of gas so delivered which is in excess of the MDQ, except that the charge will be \$60.00 per Dth during any period identified by the Company as a Critical Period. Critical Periods shall be as defined in the Company's Daily Imbalance Cash-Out Provisions Rider.

The payment of a penalty for unauthorized overtake as provided above shall not under any circumstances be considered as giving the Qualifying Customer the right to take unauthorized overtakes, nor shall such payment be considered as a substitute for any other remedies available to the Company, or any other Customer, against the offending qualifying Customer for failure to respect its obligation to adhere to the provisions of its Service Agreement with the Company.

MINIMUM PAYMENT

The Qualifying Customer's minimum monthly payment under this Rider shall be the Service Charge plus the applicable monthly demand charge times the MDQ.

RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

Effective 7/1/2011



RIDER 450
NOMINATION EXCHANGE SERVICE FOR SUPPLIERS AND MARKETERS RIDER

No. 1 of 1 Sheet

TO WHOM AVAILABLE

This is a rate available to marketers and/or suppliers of natural gas. Service under this rate shall only be available to marketers or gas suppliers who enter in a nomination exchange transaction with any customer receiving transportation service from the Company under Rate Schedules 428, 430, and 438.

CHARACTER OF SERVICE

In order to provide suppliers and marketers with more flexibility in the supply management of end-use customers, the Company will allow suppliers and marketers to exchange gas between each other or their authorized agents at the City Gate and thus adjust their scheduled transportation receipts and deliveries on the Company's system up to two (2) hours prior to the end of each gas day.

Each marketer and/or supplier (the Buyer and the Seller) will be charged fifty dollars (\$50.00) for each day in which they make trades. Trading between Customers is limited to Customers in the same Zone and must result in no change in confirmed scheduled nominations at the City Gate between the Company and delivering pipelines. The Company will accept prearranged buy/sell transactions between parties provided both parties or their authorized agents provide the Company binding acknowledgment of such trade by the trading deadline. The Company will not take title to any Customer-owned gas, which is exchanged under this service, and all transactions will occur at the City Gate. The Company must receive binding confirmation from all marketers and suppliers involved in an exchange transaction prior to the exchange deadline.

CONTRACT

Any marketer and/or supplier requesting service hereunder shall enter into a written contract with the Company for such period as shall be mutually agreeable to the parties.

RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

Effective 7/1/2011

RATE 451
RATE FOR GAS SERVICE
FIXED GAS BILL SERVICE

No. 1 of 4 Sheets

TO WHOM AVAILABLE

Service under this Rate shall be available to Customers who are otherwise eligible for service under Rate Schedule 411, 415, 421, and 425 and who satisfy, and agree to accept, the conditions of the Fixed Gas Bill Service contained in the Definitions and Conditions section of this tariff. The fixed bill quoted to each Qualified Customer electing to take service under this Rate shall apply in lieu of the applicable rates and applicable rate adjustments under which the Customer otherwise takes service (e.g. Rate Schedule 411, 415, 421, or 425).

CHARACTER OF SERVICE

A Customer who elects to receive service under this Rate shall receive firm gas sales and delivery service. All telephonic communications will be taped, forwarded to the Commission when requested and retained by the Company or its third party contractor. All outbound telemarketing will be in compliance with the terms and conditions of the Company's policies and procedures. Election to receive optional service under this Rate shall be for a one (1) year term, subject to Customer rescission rights as contained in the Fixed Gas Bill terms and conditions agreement. The contract term can be automatically extended according to the program terms and conditions year-to-year with at least thirty (30) days notice to affected Customers. Each annual automatic extension shall be deemed to be a new service term for purposes of this Rate and may reflect an updated fixed bill amount to reflect any change in usage and/or cost of gas. In the event service under this Rate is terminated, for any reason, as further described in the definitions and conditions section of the Rate, then Customers shall automatically return to the rate schedule under which they are eligible to receive gas sales service (e.g. Rate Schedule 411, 415, 421, or 425).

RATES AND CHARGES

The Monthly Fixed Gas Bill amount for gas sales service under this Rider shall be computed as follows:

Monthly Fixed Gas Bill Amount:

Each Qualified Customer accepting the terms of service under this Rate shall pay an individually-calculated fixed bill based upon that Customer's unique annual historic consumption of natural gas normalized for actual weather variances. The rates applied to each Customer's annual usage profile from the customer's otherwise applicable rate schedule will be:

1. The delivery charge including applicable Customer charge,
2. Purchased gas demand charge,
3. Take-Or-Pay and FERC Order 636 surcharges, if applicable,
4. GCA variances for first year Fixed Bill Customers,
5. Rate adjustments from either Rate Schedules 411, 415, 421, or 425 whichever is otherwise applicable,

Effective 7/1/2011



RATE 451
RATE FOR GAS SERVICE
FIXED GAS BILL SERVICE

No. 2 of 4 Sheets

RATES AND CHARGES (continued)

6. A charge for commodity gas cost that will be fixed by the Company prior to the time of the Customer's enrollment.
7. A Program Fee

This total amount, exclusive of GCA variances, when applicable, includes a program fee, no lower than 4%, and no greater than 10% established for each program year at the discretion of the Company prior to application of Indiana State Sales Tax. The total annual fixed bill calculation will then be divided by twelve (12) for billing purposes and will remain fixed for twelve (12) monthly billing periods.

EARLY TERMINATION PROVISIONS

In the event a Customer receiving service under this Rate terminates his/her Fixed Gas Bill Agreement for reasons described in paragraph No. 4 of the Definitions and Conditions section, prior to the end of the established contract term, the Customer shall be billed as follows:

1. Customers who are removed from the program for any reason will be subject to a thirty-dollar (\$30.00) exit fee to cover administrative costs for early withdrawal.
2. In addition, Customers who leave or are terminated from his/her Service Agreement prior to the end of the service term will be subject to charges stated in the Customer's Fixed Gas Bill Service Agreement to offset the actual cost of settling dedicated gas supply contracts obtained on behalf of Fixed Gas Bill customers. The appropriate fixed charge will be multiplied times the number of months remaining in the agreement following termination.
3. A Customer who exits his/her Service Agreement before its end date, for any reason, will have his/her billing adjusted by an Early Termination Adjustment. The amount of the Early Termination Adjustment can be either a debit or credit, and is computed on a Customer-by-Customer basis. The amount is determined by subtracting the amount paid to date during the program year at the time of termination from the product of the Customer's actual metered usage of natural gas and the applicable rates under the Rates and Charges section of this Rate.
4. In no event will the total cost to terminate the Fixed Gas Bill contract exceed 40% of the annual Fixed Gas Bill amount.

DEFINITIONS AND CONDITIONS

1. Fixed Gas Bill gas sales service is available:
 - a) To a Qualified Customer, as defined in paragraph 2 herein, at his/her current premises for the twelve billing periods following service initiation under this Rate, and
 - b) For all gas usage during the Fixed Gas Bill term subject to the conditions of paragraph 4, herein.

Effective 7/1/2011



RATE 451
RATE FOR GAS SERVICE
FIXED GAS BILL SERVICE

No. 3 of 4 Sheets

DEFINITIONS AND CONDITIONS (continued)

2. Qualified Customer is defined as a Customer that has monthly gas usage that is predictable and sensitive to weather variations according to the algorithms of the computer model applied to gas usage at his/her residence or service address, and qualifies under the other requirements under this Rate.
3. The Company retains the right to terminate the Fixed Gas Bill Rate and return Customers to his/her otherwise applicable rate schedule during or at the conclusion of the term for a change in an applicable Indiana statute or Indiana Utility Regulatory Commission Order, policy or regulation that adversely impacts this program. If service under this Rate is terminated by the Company at its discretion, Customer's bills will be adjusted by the Early Termination Adjustment as described in paragraph No. 3 of the Early Termination section.
4. A Qualified Customer can be removed without financial recourse against the Company from the Fixed Gas Bill Service under this tariff for the following reasons:
 - a) Customer has significantly altered customary usage patterns as further defined in paragraph No. 5, herein.
 - b) A change in any statute, regulation or a decision or Order of a court, agency or other jurisdictional entity that prevents the completion of the twelve- (12-) month billing period.
 - c) Customer is no longer receiving service from the Company at the original premises, either because Customer has moved from the original premises or has discontinued gas service at the original premises.
 - d) Service is discontinued to the Customer for non-payment.
5. Customers taking service under this Rider agree to act in good faith to maintain gas usage at historic levels and failure to do so shall be an act of default under the terms of this Rider. Examples of action taken by Customers that could change historic gas usage include, but are not limited to, increase in furnace and/or water heater settings, increases in Customer living space or addition of new gas appliances. If a Customer's cumulative consumption increases by more than 15% at any time during the program year from his/her historic profile for any reason other than the impact of weather, the Company has the right, but is not obligated, to remove the Customer from the Fixed Gas Bill Service without financial recourse against the Company.
6. In all cases, Customers will be removed only after notification and will be given an opportunity to remedy the default.

Effective 7/1/2011



RATE 451
RATE FOR GAS SERVICE
FIXED GAS BILL SERVICE

No. 4 of 4 Sheets

RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

Effective 7/1/2011



RIDER 470
GAS COST ADJUSTMENT RIDER

No. 1 of 1 Sheet

TO WHOM AVAILABLE

The Gas Cost Adjustment (GCA), as updated on a quarterly basis, shall be applicable to Customers selecting NIPSCO to supply their commodity for Rate Schedules listed in Appendix A.

DESCRIPTION

The GCA shall recover the following costs, as reviewed and approved by the Commission:

1. Demand, commodity, and other costs or credits of gas supply purchased from pipelines and other suppliers.
2. Demand, commodity, and other costs or credits of pipeline transportation service.
3. Demand, commodity, and other costs or credits of leased gas storage and related transportation service.
4. The net cost of gas injected into and withdrawn from storage.
5. Applicable taxes, including Indiana Utility Receipts Tax.
6. All credits associated with revenue sharing from the Alternative Regulatory Plan Products.
7. All other costs approved for Gas Cost Adjustment recovery by the Commission.

GAS CHARGES

The GCA charges per Therm are contained in Appendix B.

Effective 7/1/2011



RIDER 472
ENERGY EFFICIENCY RIDER

No. 1 of 1 Sheet

TO WHOM AVAILABLE

This Rider shall be applicable to Residential Customers served under the Rate 411 Schedule and Riders as defined in Appendix A and as follows:.

1. Rate 411 - Residential Sales Service
2. Rate 451 - Fixed Gas Bill Service
3. Rider 480 - Supplier Choice Delivery Service (SCDS)
4. Rider 481 - Price Protection Service Rider

DESCRIPTION

This Gas Efficiency Rider shall provide the funding for natural gas energy efficiency efforts throughout the Company's Service Area. These efforts may include, among others, energy efficiency programs, customer education programs and weatherization programs designed to benefit customers under the applicable Rate Schedules and as approved by the Commission in Cause No. 43051, including any variance related thereto. The charge under the Gas Efficiency Rider shall be the rate stated in Appendix C.

Effective 7/1/2011



RIDER 473
UNIVERSAL SERVICE FUND RIDER

No. 1 of 1 Sheet

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as defined in Appendix A and are taking service under the following:

1. Rate 411 – Residential Sales Service
2. Rate 415 – Multiple Family Housing Service
3. Rate 421 – General Service – Small
4. Rate 422A – Commercial and Industrial Gas Spacecooling Rider
5. Rate 424A – Compressed Natural Gas Service
6. Rate 425 – General Service – Large
7. Rate 428 – Large Transportation and Balancing Service
8. Rate 430 – Large Volume Negotiated Sales Service
9. Rate 434A – Off-Peak Commercial and Industrial Interruptible Negotiated Service
10. Rate 438 – General Transportation and Balancing Service
11. Rate 440 – Liquefied Natural Gas Service
12. Rate 443 – Firm Distribution Transportation Service
13. Rate 444 – Firm Transportation Service
14. Rate 451 – Fixed Gas Bill Service

DESCRIPTION

The Universal Service Fund Rider shall recover the cost of providing an assistance program for low-income and hardship customers throughout the Company's Cities, Town and Unincorporated Communities Furnished Gas Service. The charge under the Universal Service Fund Rider shall be the rates stated in Appendix D.

Effective 7/1/2011



RIDER 480
SUPPLIER CHOICE DELIVERY SERVICE (SCDS) RIDER

No. 1 of 4 Sheets

TO WHOM AVAILABLE

This Rider is applicable to Rate Schedules 411, 415, 421, and 425 available to Customers which elect to have a qualified supplier other than the Company supply their natural gas requirements (Qualifying Customers). The term of this Rider shall be the period commencing April 1, 2010 and ending March 31, 2012. Any extension of this Rider shall be made by the Company subject to a determination, in its sole discretion, that such extension of the Rider is operationally and administratively feasible. Timely notice of the Company's determination shall be provided to all customers.

CHARACTER OF SERVICE

A Qualifying Customer shall select a gas supplier from a list of qualified gas suppliers in which the qualified supplier must notify the Company of the customer's choice by submitting a customer account enrollment request via electronic data exchange. The qualified supplier shall purchase and provide all of the transportation services required to deliver the Qualifying Customer's gas from the qualified supplier's source to the Qualifying Customer's meter under the Terms and Conditions of this Rider. These services include: firm transportation and storage on upstream pipeline facilities, daily and monthly scheduling and nominations, load balancing, and firm transportation on the Company's distribution facilities.

NOMINATIONS

The nominations provided by the Company pursuant to this Rider shall be submitted directly to the Qualifying Customer's qualified supplier as provided in the SAS Agreement between the Company and the qualified supplier (See Rate 445).

RATE

Commencing with the month in which service begins under this Rider and each month thereafter, Company will bill and Qualifying Customer will pay the following charges:

Delivery Charge

The Delivery Charge shall be comprised of the rate components contained in the Rate section of Rates 411, 415, 421, or 425.

Gas Purchase Charge

The gas purchase charge per therm, as established by the Qualifying Customer's selected qualified gas supplier, shall be multiplied by the number of therms of gas delivered by the Company for the billing period at the Qualifying Customer's metering point. The Company will bill the applicable sales tax on qualified supplier's charges consistent with the procedures on other services as provided by the Company.

Effective 7/1/2011



RIDER 480
SUPPLIER CHOICE DELIVERY SERVICE (SCDS) RIDER

No. 2 of 4 Sheets

RATE (continued)

Gas Purchase Charge

Qualifying Customer's supplier may elect to separately bill Qualifying Customer for gas supply charges. In that event, the Company will not bill Qualifying Customer for gas purchase charges under this Rider.

RATE ADJUSTMENT

The Rider is subject to charges as stated in Appendix B for all customer-owned gas used in the billing period. The Rider is subject to the Gas Efficiency Rider stated in Appendix C.

GENERAL TERMS AND CONDITIONS

1. Supplier Selection

A Qualifying Customer under this Rider must choose a gas supplier from a list of qualified suppliers, which will be maintained by the Company. The Qualifying Customer shall pick a gas supplier from the list and the supplier must notify the Company of the customers' choice by submitting a customer account enrollment request via electronic data exchange.

A Qualifying Customer who receives service under this Rider shall have the option to change suppliers throughout the term. Qualifying Customer must cancel enrollment with their existing supplier before changing suppliers. The suppliers perform the cancellation and enrollment through an electronic data exchange.

Company will maintain a list of qualified suppliers from which the Qualifying Customer can choose. Such list shall include suppliers who sign a Supplier Aggregation Service Agreement in which they agree to participate in and abide by Company's requirements for its supplier choice program. A list shall be available to eligible Qualifying Customers through the company's website and upon request throughout the year by calling the Company's provided toll free phone number.

Effective 7/1/2011



RIDER 480
SUPPLIER CHOICE DELIVERY SERVICE (SCDS) RIDER

No. 3 of 4 Sheets

GENERAL TERMS AND CONDITIONS (continued)

2. Applications and Service Dates

A Qualifying Customer, who desires service under this Rider, shall submit a request for service to the Company through its supplier. The supplier will enroll the customer by submitting a customer account enrollment request via electronic data exchange. Requests so received, if approved by Company, shall normally receive service commencing on the next regularly scheduled read date.

A Qualifying Customer who changes suppliers or who, with the Company's agreement, elects to terminate service under this Rider and return to Company's sales service must notify the supplier of their intent to cancel enrollment with their existing supplier before changing suppliers or return back to the Company's sales service. The suppliers perform the cancellation and enrollment through an electronic data exchange. Requests so received, if approved by Company, shall normally receive service commencing on the next regularly scheduled read date.

3. Access to Usage History and Current Billing Information

Each request for service under this Rider shall authorize Qualifying Customer's supplier to receive Qualifying Customer's historic usage data for the prior twenty four months from the Company, and to act on Qualifying Customer's behalf in making billing/usage inquiries, and in exchanging current billing information with the Company, including notices of commencement or termination of service by either party.

The Company may also elect to provide Qualifying Customer's additional historic usage data and forecast data, for a negotiated fee, to qualified suppliers who wish to market services to the Qualifying Customer. The Company shall not disclose Qualifying Customer's data to third parties without Qualifying Customer's written consent.

4. Balancing

Qualifying Customer will be deemed to be in balance at all times and will not incur any imbalance charges from the Company for over- or under-deliveries of gas supplies on the Qualifying Customer's behalf, caused by the Qualifying Customer's selected qualified supplier. All imbalance charges and penalties for such over- or under-deliveries of gas supplies caused by the Qualifying Customer's selected qualified supplier shall be charged to said qualified supplier pursuant to the terms of the Supplier Aggregation Service Rate Schedule of this Tariff.

Effective 7/1/2011

RIDER 480
SUPPLIER CHOICE DELIVERY SERVICE (SCDS) RIDER

No. 4 of 4 Sheets

GENERAL TERMS AND CONDITIONS (continued)

5. Company Delivery Obligation

The Company shall deliver the Qualifying Customer's total daily gas requirements on a firm basis so long as the selected supplier with whom the Qualifying Customer has contracted for supplies continues to deliver gas supplies to the Company, and satisfies its contractual obligations as contained within its Supplier Aggregation Service Agreement with the Company. If a supplier fails to deliver gas supplies or satisfy its contractual obligations as contained within its Supplier Aggregation Service Agreement with the Company, the Qualifying Customer will be returned to the Company's appropriate rate schedule in order to maintain service.

6. Supplier's Performance Requirements

The obligations a supplier agrees to undertake are delineated in the Supplier Aggregation Service Agreement between the supplier and the Company. Suppliers shall be subject to performance standards that the Indiana Utility Regulatory Commission (IURC) may issue or approve as a condition of participation in the Company's program. The gas supply obligations a supplier agrees to with the Qualifying Customers are a matter of contract between the supplier and its Qualifying Customers.

RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

Effective 7/1/2011



RIDER 481
PRICE PROTECTION SERVICE RIDER

No. 1 of 4 Sheets

TO WHOM AVAILABLE

Service under this Rider shall be available to Customers who are otherwise eligible for service under Rate Schedule 411, 415, 421, and 425 and are eligible for service under the SCDS Rider. An eligible Customer electing to receive service under this optional Rider shall have the ability to choose either a fixed price or a price cap, as provided in this Rider, which price shall apply to all gas supply commodity delivered under this Rider. The elected price shall apply in lieu of the otherwise applicable gas supply commodity charge included in the base rate schedule under which the Customer takes service (e.g. Rate Schedule 411, 415, 421, and 425).

The number of customers eligible for service under this Rider shall be subject to limitation by the Company, in its sole discretion, based upon operational and administrative considerations that may affect its ability to provide the described service options.

CHARACTER OF SERVICE

A Customer who elects to receive service under this Rider shall receive firm gas sales service. Election to receive service under this Rider shall be made by submitting a Notice of Election. Election to receive service under this Rider shall be for a minimum term of one (1) year and a maximum term of two (2) years which term will automatically extend year-to-year unless the Customer notifies the Company at least thirty (30) days prior to the end of the term that it no longer wants service under this Rider or the Rider is terminated by the Company. Each annual automatic extension shall be deemed to be a new service term for purposes of this Rider.

In the event service under this Rider is terminated for any reason then electing Customers shall automatically return to the base rate schedule under which they are eligible to receive sales service (e.g. Rate Schedule 411, 415, 421 or 425).

GAS COMMODITY PRICE OPTIONS

A Customer electing service under this Rider shall choose one of the following gas commodity pricing options at the time it submits its Notice of Election:

Effective 7/1/2011



RIDER 481
PRICE PROTECTION SERVICE RIDER

No. 2 of 4 Sheets

GAS COMMODITY PRICE OPTIONS (continued)

Fixed Price Option

This price option guarantees the electing Customer a fixed price for its gas supply commodity charges for the term of its service. The applicable fixed price for the initial election shall be that price posted by the Company as its "Fixed Price" for the month in which the Customer makes its service election. In the event the service is automatically extended as provided in this Rider, the applicable Fixed Price for each annual extension shall be the price posted by the Company as its Fixed Price in the month prior to the first month of the new service term.

To the extent the Company offers a series of fixed prices which vary based on customer consumption patterns, the electing Customer shall receive the Fixed Price based upon the consumption pattern that best approximates its consumption pattern in the prior twelve months. The "Fixed Price" shall apply throughout the service term.

Price Cap Option

This price option guarantees the electing Customer a "not-to-exceed" price ("Price Cap") which price sets the maximum price that the Customer will be charged for gas supply commodity charges for the term of its service. The applicable Price Cap shall be that price posted by the Company as its "Price Cap" for the month in which the Customer makes its service election. In the event the service is automatically extended as provided in this Rider, the applicable Price Cap for each annual extension shall be the price posted by the Company as its Price Cap in the month prior to the first month of the new service term.

To the extent the Company offers a series of price caps which vary based upon customer consumption patterns, the electing Customer shall receive the Price Cap based on the consumption pattern that best approximates their consumption pattern in the prior twelve months. The Price Cap shall be the maximum price that can be charged for gas supply throughout the service term. However, in those months in which the otherwise applicable commodity cost component of the Gas Supply Cost of the rate schedule under which the Customer receives basic service is less than the Price Cap, the Customer shall be billed for their gas supply commodity charges at the lower commodity cost. In those months in which the otherwise applicable commodity cost component of the Gas Supply Cost is higher than the Price Cap, the Price Cap shall apply.

Monthly gas supply prices set by the Company under this section may include a fixed price component and a commodity price component, as deemed appropriate and reasonable by the Company.

RATE

Commencing with the month in which service begins under this Rider and each month thereafter, Company will bill and the Customer will pay the following charges for its sales service:

Effective 7/1/2011



RIDER 481
PRICE PROTECTION SERVICE RIDER

No. 3 of 4 Sheets

RATE (continued)

Administrative Charge

\$0.01000 per therm for all therms used per month.

Delivery Charge

The Delivery Charge shall be comprised of the rate components contained in the Rate section of Rates 411, 415, 421, or 425.

Gas Purchase Charge

Applicable charges for quantity of natural gas delivered under this Rider shall be determined based upon the price option elected by the Customer as provided in this Rider, inclusive of all gas supply costs and brokerage fees. Such gas supply costs may include a fixed price component and a commodity price component, as determined by the Company.

Applicable Fixed Price
or
Applicable Cap Price

Early Termination Fee

In the event a Customer receiving service under this Rider desires to terminate its PPS agreement prior to the end of the established contract term, the Customer shall be billed a termination fee. The termination fee shall be calculated based upon the monthly fixed charges applicable under the PPS agreement times the number of remaining months in the contract. Except that the termination fee will not apply whenever a customer taking service under this Rider who was previously not eligible for SCDS, becomes eligible for SCDS and who elects to take service under SCDS.

In the event a customer has to early terminate a PPS contract due to relocation, these customers will have the option to assign the remaining contract to the new occupant(s) of the premises so long as the new occupant(s) agrees to take assignment of the contract. The new occupants will be subject to normal credit and deposit requirements.

Effective 7/1/2011



RIDER 481
PRICE PROTECTION SERVICE RIDER

No. 4 of 4 Sheets

RATE ADJUSTMENT

This Rider is subject to charges as stated in Appendix B for all customer-owned gas used in the billing period.
The Rider is subject to the Gas Efficiency Rider stated in Appendix C.

RULES AND REGULATIONS

Service herein shall be subject to the Company's General Rules and Regulations Applicable to Gas Service and IURC Rules.

Effective 7/1/2011



RIDER 487
DAILY IMBALANCE CASH-OUT PROVISIONS

No. 1 of 4 Sheets

AVAILABILITY

This Rider shall apply to any Rate Schedule that incorporates this Daily Imbalance Cash-out Provisions Rider by reference.

DAILY IMBALANCE CASH-OUT PROVISIONS

The Qualifying Customer shall use its best efforts to balance within plus or minus five percent (5%) on a daily basis its confirmed nominations of gas at the city gate with its usage at the burnertip. Volume imbalances shall be subject to the daily charges provided herein.

Daily Imbalances During Non-Critical Periods

For Undertake Imbalances (the Qualifying Customer's nominated volume is greater than its metered volume) the Company will purchase gas from the Qualifying Customer at the rates below:

Imbalance Level	Company Pays Qualifying Customer
-0% to 4.99%	100% of the Lesser of Daily Index or First of Month Index
-5% to 9.99%	90% of the Lesser of Daily Index or First of Month Index
-10% to 20%	80% of the Lesser of Daily Index or First of Month Index
Under - 20%	60% of the Lesser of Daily Index or First of Month Index

For Overtake Imbalances (the Qualifying Customer's nominated volume is less than its metered volume) the Qualifying Customer will purchase gas from the Company at the rates below, plus the applicable transportation charge as provided for in the Qualifying Customer's transportation tariff:

Imbalance Level	Qualifying Customer Pays Company
+ 0% to 4.99%	100% of the Greater of Daily Index or First of Month Index
+ 5% to 9.99%	110% of the Greater of Daily Index or First of Month Index
+10% to 20%	120% of the Greater of Daily Index or First of Month Index
Over + 20%	140% of the Greater of Daily Index or First of Month Index

The Daily Index price shall be the arithmetic average of the range of prices posted for "Chicago LDC's, large end users" under the table City Gate, Pooling Point Prices as published in Gas Daily. In the event this posting is unavailable, Company will establish a new Daily Index price.

Effective 7/1/2011



RIDER 487
DAILY IMBALANCE CASH-OUT PROVISIONS

No. 2 of 4 Sheets

DAILY IMBALANCE CASH-OUT PROVISIONS (continued)

The First of Month Index price shall be the arithmetic average of the "Range of Reported Spot Prices Utilities" for the first day of each Month appearing under the table "Northern Illinois/Northern Indiana" as published in INSIDE FERC.

Daily Imbalances During Critical Periods

For Undertake Imbalances (the Qualifying Customer's nominated volume is greater than its metered volume) the Company will purchase gas from the Qualifying Customer at the rates below:

Imbalance Level	Company Pays Qualifying Customer
- 0% to .99%	100% of the Lesser of Daily Index or First of Month Index
- 1% to 4.99%	90% of the Lesser of Daily Index or First of Month Index
- 5% to 10%	80% of the Lesser of Daily Index or First of Month Index
Under - 10%	60% of the Lesser of Daily Index or First of Month Index

For Overtake Imbalances (the Qualifying Customer's nominated volume is less than its metered volume) the Qualifying Customer will purchase gas from the Company at the rates below, plus the applicable transportation charge as provided for in the Qualifying Customer's transportation tariff:

Imbalance Level	Qualifying Customer Pays Company
+ 0% to .99%	100% of the Greater of Daily Index or First of Month Index
+ 1% to 4.99%	110% of the Greater of Daily Index or First of Month Index
+ 5% to 10%	120% of the Greater of Daily Index or First of Month Index
Over + 10%	140% of the Greater of Daily Index or First of Month Index

In addition to the above charges, Qualifying Customer will pay the greater of \$60.00 per Dth or the applicable pipeline penalty charges.

For purposes of this section Critical Period shall be as defined on page 4 of these provisions. The Company shall use reasonable efforts to notify Qualifying Customers when a Critical Period is in effect on its system, as defined under Notification Period on page 4 of these provisions.

Should the Qualifying Customer be in an imbalance during a Critical Period which is opposite the Company's imbalance during the Critical Period, the Qualifying Customer shall be assessed as follows:

Effective 7/1/2011



RIDER 487
DAILY IMBALANCE CASH-OUT PROVISIONS

No. 3 of 4 Sheets

DAILY IMBALANCE CASH-OUT PROVISIONS

Daily Imbalances During Critical Periods (continued)

- (1) The lesser of Daily Index or First of Month Index for all Undertake Imbalances; or
- (2) The greater of Daily Index or First of Month Index for all Overtake Imbalances.

If, at the request of the Company, the Qualifying Customer assumes an imbalance beneficial to the Company, the undertake or overtake imbalances shall be assessed at 100% of the Daily Index price.

The Daily Index price and the First of Month Index price shall be as defined above under Daily Imbalances during Non-Critical Periods.

EXTRAORDINARY CIRCUMSTANCES

In the event that system supply gas is not available to satisfy overtake imbalances, the Company shall use its reasonable efforts to acquire replacement quantity of natural gas of gas from other sources. Under these circumstances, Qualified Aggregator shall be responsible for all costs incurred by the Company to obtain gas supply including, but not limited to, upstream and on-system capacity costs, supply costs plus an additional charge of \$60.00 per Dth for all short-fall quantity of natural gas.

IMBALANCE NETTING OPTION

Qualifying Customers selecting the Imbalance Netting Option under FDTS and FTS will be balanced as an eligible, aggregated pool as defined by the Company utilizing this Rider.

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 which jeopardizes the operational integrity of all or a portion of the Company's system:

- (1) Any area of the Company's system is operating at or near design capacity;
- (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;
- (4) The Company's transmission, storage, and supply resources are being used at or near their rated maximum deliverability; and

Effective 7/1/2011



RIDER 487
DAILY IMBALANCE CASH-OUT PROVISIONS

No. 4 of 4 Sheets

DEFINITIONS (continued)

- (5) The Company's pipeline transporters 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.

The term "Notification Period" shall mean the timeframe in which the Company shall notify the Qualifying Customer of its intent to implement a Critical Period. Such timeframe shall be as far as is practicable in advance of such implementation, but not less than thirty (30) minutes.

Effective 7/1/2011



RIDER 488
RESIDENTIAL GAS SPACECOOLING RIDER

No. 1 of 1 Sheet

TO WHOM AVAILABLE

Available for Residential Spacecooling service to customers which have a permanently installed gas cooling device for the residence and depend totally on said gas cooling equipment for space cooling.

ADJUSTMENT OF CHARGES FOR CUSTOMERS WITH GAS SPACECOOLING

The charges set forth in the Rate Schedules to which this Rider is applicable will be modified as follows:

Rate 411: for all gas consumed, in excess of 30 therms per month during any billing period more than half of which is in any month of May to September, inclusive, the charge per therm will be as specified below.

Rate 415: for all gas consumed in excess of 30 therms per month per dwelling unit during any billing period more than half of which is in any month of May to September, inclusive, the charge per therm will be as specified below.

All other provisions of said Rate Schedules shall be applicable to gas service.

RATE

Delivery Charge

\$0.15000 per therm for all therms used per month.

Commodity Charge

A Gas Supply charge per therm for all therms used per month as specified in Appendix B. The charge may vary monthly depending on the market cost of gas supply. The charge will be determined by the Company ten (10) days prior to the beginning of the each billing month during which this Rider is applicable, and will be filed with the Commission for informational purposes.

Effective 7/1/2011



APPENDIX A
APPLICABLE RIDERS

<u>Rider</u>	<u>Code</u>	<u>Rider Name</u>	<u>Applicable Tariffs</u>
Rider 470	GCA	Adjustment of Charges for Cost of Gas Rider	411, 415, 421, 425, 443
Rider 472	EE	Adjustment of Charges for Energy Efficiency Rider	411, 451, 480, 481
Rider 473	USF	Universal Service Fund Rider	411, 415, 421, 422A, 424A, 425, 428, 430, 434A, 438, 440, 443, 444, 451
Rider 480	SCDS	Supplier Choice Delivery Service Rider	411, 415, 421, 425
Rider 481	PPS	Price Protection Service Rider	411, 415, 421, 425
Rider 442	OSS	Optional Storage Service Rider	443, 444
Rider 442A	OSSA	Optional Storage Service Rider	443, 444, 445
Rider 446	FNN	Firm No Notice Rider	428, 438, 443, 444, 445
Rider 447	GP	Gas Parking Rider	428, 438, 443, 444, 445
Rider 448	GL	Gas Lending Rider	428, 438, 443, 444, 445
Rider 449	FPC	Firm Peaking Capacity Rider	428, 438, 443, 444, 445
Rider 487	DICOP	Daily Imbalance Cash-Out Provisions	443, 444, 445, 446, 449, 487
Rider 488	RGSC	Residential Gas Spacecooling Rider	411, 415
Rider 422A	CISC	Commercial and Industrial Gas Spacecooling Rider	421, 425
Rider 431	CITES	Commercial and Industrial Temporary Emergency Service	430
Rider 450	NESSM	Nomination Exchange Service for Suppliers and Marketers	430

Effective 7/1/2011



APPENDIX B
GAS COST ADJUSTMENT FACTOR

The Gas Cost Adjustment Factor in Rates 411, 415, 421, 425, and 443, and Rider 431 shall be computed in accordance with Rider 470, Rider 480 and Rider 481 in accordance with the Order of the IURC approved November 4, 2010 in Cause No. 43894.

For the applicable Rate Schedules, the Gas Cost Adjustment Factor for the month of July 2011 shall be as follows:

Rate Schedule

Rates 411, 415

Gas Supply Commodity Cost Charge	A charge of \$0.4516 per therm
Interstate Pipeline Transportation and Storage Charge	A charge of \$0.0877 per therm
Other Gas Cost Charge	A charge of \$0.0377 per therm
Total Gas Cost Adjustment	A charge of \$0.5770 per therm

Rates 421, 425, Rider 431

Gas Supply Commodity Cost Charge	A charge of \$0.4516 per therm
Interstate Pipeline Transportation and Storage Charge	A charge of \$0.0884 per therm
Other Gas Cost Charge	A charge of \$0.0477 per therm
Total Gas Cost Adjustment	A charge of \$0.5877 per therm

<u>Rate 443</u>	A charge of \$0.0765 per therm
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Rider 480: Rates 411, 415

Other Gas Cost Charge (Year 1)	A charge of \$0.0246 per therm
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Rider 480: Rates 421, 425

Other Gas Cost Charge (Year 1)	A charge of \$0.0345 per therm
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Rider 481: Rates 411, 415

Interstate Pipeline Transportation and Storage Charge	A charge of \$0.0877 per therm
Other Gas Cost Charge (Year 1)	A charge of \$0.0276 per therm
Other Gas Cost Charge (Year 2)	A charge of \$0.0016 per therm

Rider 481: Rates 421, 425

Interstate Pipeline Transportation and Storage Charge	A charge of \$0.0884 per therm
Other Gas Cost Charge (Year 1)	A charge of \$0.0375 per therm
Other Gas Cost Charge (Year 2)	A charge of \$0.0356 per therm

Effective 7/1/2011

APPENDIX B
GAS COST ADJUSTMENT FACTOR

Spacecooling Commodity Charges

Rider 488: Rates 411, 415

Applicable in the Billing Months of

A charge of \$0.430 per therm

May, 2011

A charge of \$0.423 per therm

June, 2011

A charge of \$0.000 per therm

July, 2011

A charge of \$0.000 per therm

August, 2011

A charge of \$0.000 per therm

September, 2011

Rider 422A: Rates 421, 425

Applicable in the Billing Months of

A charge of \$0.430 per therm

May, 2011

A charge of \$0.423 per therm

June, 2011

A charge of \$0.000 per therm

July, 2011

A charge of \$0.000 per therm

August, 2011

A charge of \$0.000 per therm

September, 2011

Effective 7/1/2011



APPENDIX C
GAS EFFICIENCY FACTOR

The Gas Efficiency Factor in Rate 411 shall be computed in accordance with the Order of the IURC approved in Cause No. 43051.

For the applicable Rate Schedules, the Gas Efficiency Factor shall be as follows:

Rate Schedule

Rate 411

A charge of \$0.00348 per therm per month

Effective 7/1/2011



APPENDIX D
UNIVERSAL SERVICE FUND (USF) FACTOR

RATE SCHEDULES

Rate	Charge
Rate 411	A charge of \$0.0040 per therm used per month
Rate 415	A charge of \$0.0040 per therm used per month
Rate 421	A charge of \$0.0020 per therm used per month
Rate 425	A charge of \$0.0020 per therm used per month
Rate 428	A charge of \$125.00 per month
Rate 430	A charge of \$125.00 per month
Rate 434A	A charge of \$30.00 per month
Rate 438	A charge of \$30.00 per month
Rate 443	A charge of \$30.00 per month
Rate 444	A charge of \$125.00 per month
Rate 451 – Residential	A charge of \$0.0040 per therm used per month
Rate 451 – General Service	A charge of \$0.0020 per therm used per month

Effective 7/1/2011



APPENDIX E
UNACCOUNTED FOR GAS PERCENTAGE

The Unaccounted For Gas Percentage shall be applicable to all Transportation Customers, marketers and suppliers and shall be computed in accordance with the Order of the IURC approved November 4, 2010 in Cause No. 43894.

Up to 1.04% of the quantities of gas received by the Company from Transportation Customers, markets and suppliers at a point of receipt on the Company's system shall be retained by the Company to compensate for unaccounted for gas. The unaccounted for gas percentage shall be reviewed and adjusted annually by the Company and approved by the IURC to reflect any changes in the actual system unaccounted for gas percentage.

The unaccounted for gas is 0.66%

Effective 7/1/2011

