Received: March 26, 2018
IURC 30-Day Filing No.: 50173
Indiana Utility Regulatory Commission

DUKE ENERGY.

Roger Allan Flick II
Rates & Regulatory Strategy Manager

Duke Energy Indiana, LLC
1000 East Main Street
Plainfield, IN 46168
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March 26, 2018

Secretary of the Commission
Indiana Utility Regulatory Commission
101 W. Washington St.
Suite 1500 East
Indianapolis, IN 46204-3407

Dear Secretary:

Duke Energy Indiana, LLC ("Duke" or "Company") hereby submits for Commission consideration an agreement for Tate & Lyle Ingredients Americas, LLC ("Tate & Lyle" or "Customer") to operate a Qualified Facility ("QF") in parallel with Duke's system. Duke is subject to Federal regulations (18 C.F.R. § 292.305) that require providing supplemental, back-up, maintenance and interruptible power to QF's upon their request. This agreement addresses terms guiding and supporting the operation of the QF.

The Commission first approved a cogeneration agreement between Tate & Lyle and Duke in 1985. That agreement continued in full force until performance requirements were not met and the agreement was terminated in April of 2014. The IURC re-approved the agreement on March 18, 2015 through a 30-Day filing. Subsequent performance deficits lead to the Company again terminating the agreement on April 22, 2016. Both terminations resulted in the customer making material liquidated damage payments to Duke. Since the last termination, Tate & Lyle made investments in the facility to improve its reliability. The customer also satisfied Duke's request to demonstrate 12 months of reliable operation before a new agreement would be pursued. In recognition of the events and actions above, the Company feels it is appropriate to pursue a new agreement with Tate and Lyle at this time.

The Company is submitting this agreement under the Thirty-Day Administrative Filing Procedures and Guidelines (170 IAC 1-6).

Duke offers the following support:

1) A marked up agreement
2) A clean, executed agreement
3) Proofs of publication

We are making the submission via the Commission's electronic filing system and sending an email copy to the Office of Utility Consumer Counselor.

We would appreciate the return of a file-stamped copy for our files.

If there are any questions concerning this filing, please contact me at 317.838.1423 or the email address listed above.

Sincerely,

Roger Allan Flick II

Roger Allan Flick II
Attachments

cc: B. Davey
K. Karn
B. Herriman
R. Champness
D. Smotherman
J. Steinhauer (IURC)
S. Wilde

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DUKE ENERGY INDIANA, LLC
1000 East Main Street
Plainfield, Indiana 46168

SECTION FOUR

CONTRACT FOR PARALLEL OPERATION OF QUALIFYING FACILITY BY TATE & LYLE INGREDIENTS AMERICAS, LLC

DATED: March 6th, 2018

| **DUKE ENERGY INDIANA, LLC**
1000 East Main Street
Plainfield, Indiana 46168

CONTRACT FOR PARALLEL
OPERATION BY TATE & LYLE INGREDIENTS AMERICAS, LLC

| THIS CONTRACT, made and entered into as of this ~~24th~~ 6th day of ~~September~~March, ~~2014~~2018, by and between DUKE ENERGY INDIANA, LLC., (hereinafter "Company"), an Indiana corporation and an electric utility subject to the jurisdiction of the Indiana Utility Regulatory Commission of Indiana (hereinafter "the Commission"), and Tate & Lyle Ingredients Americas, LLC (hereinafter "Customer"), a United Kingdom corporation which owns and operates a corn refining plant on Sagamore Parkway in Lafayette, Indiana (hereinafter "the Plant").

WITNESSETH:

WHEREAS, Customer has the following facilities at the Plant: a generator rated at 7950 Kw, 9353 Kva, 0.85 power factor, 4160 volts, 1800 RPM, located at 2245 Sagamore Parkway North, Lafayette, Indiana 47902; and

WHEREAS, Customer's facility is a "qualifying facility" (hereinafter "QF") as defined in 170 IAC 4-4.1-1; and

WHEREAS, Customer desires to operate its QF in parallel with Company's electric system, and to engage in electric capacity and energy purchases from Company, but Customer does not desire at this time to have Company purchase any of the capacity or energy of Customer's QF; and

WHEREAS, Company's electric energy service to Customer shall have the following nominal characteristics: 12,470 grounded Y/7,200 volts, three-phase, 60 Hertz;

NOW, THEREFORE, in consideration thereof, Customer and Company agree as follows:

1. **Service to be Furnished.** Company will supply electric service to Customer's QF connected to and operating in parallel with Company's electric system. The entire electric energy output of QF will be used by Customer to supply a portion of Customer's total electric energy requirements at the Plant. Company will supply the remaining portion of Customer's total electric energy requirements at the Plant under this Contract.

2. **Interconnection.** Customer shall maintain a detailed electrical plan (hereinafter "plan") of Customer's QF, including "Control Equipment," as defined in "Service Schedule A, Schedule for the Reservation of Maintenance and Backup Capacity and Energy for the Qualifying Facility" (hereinafter "Service Schedule A"), attached hereto and incorporated herein as a part of this Contract. Company's review and acceptance of Customer's plan does not constitute approval as to safety or compliance with applicable codes or requirements, but constitutes only acceptance of the interconnection of Customer's QF with Company's electric system. The facilities installed by Customer shall comply with the National Electrical Code, the National Electrical Safety Code, Company's rules and regulations for electric service in effect and as amended from time to time, the rules and regulations of the Commission, and all other applicable local, state, and federal codes and laws. It shall be Customer's responsibility to ensure such compliance.

   In accordance with 170 IAC 4-4.1-7, Customer shall install, operate, and maintain in good order, at its sole cost and expense, such Control Equipment as shall be designated by Company for safe, efficient and reliable operation in parallel with Company's electric system. Customer shall bear full responsibility for the installation and safe operation of this equipment.

   In the future, Customer and Company may enter into an agreement for substation operation and maintenance that provides for Company to set, reset and adjust the Control Equipment.

3. **Operation by Customer.** Customer shall operate its QF in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. At all times when the QF is being operated in parallel with Company's electric system, Customer shall so operate the

QF in such a manner that no disturbance will be produced thereby to the service rendered by Company to any of its other customers.

Customer's Control Equipment shall include a device which shall immediately, completely, and automatically disconnect and isolate Customer's QF from Company's electric system in the event of a fault on Company's electric system, a fault on Customer's electric system, or loss of source on Company's electric system. This automatic disconnecting device shall not be capable of reclosing until after a fault on either Company's or Customer's electric system has been adequately cleared and/or service is restored on Company's electric system in accordance with approved procedures.

4. **Access by Company.** Company shall at all times have immediate access to breakers and all other equipment that will isolate Customer's QF from Company's electric system. Company shall have the right and authority to isolate said QF at Company's sole discretion if Company believes that:

(a) Continued parallel operation creates or contributes to a system emergency as defined in 170 IAC 4-4.1 -1 of the Commission's regulations. System emergencies causing discontinuance of parallel operation are subject to verification by the Commission;

(b) A condition exists at Customer's QF that is dangerous or hazardous to life, physical safety or property;

(c) Emergency repairs must be made to Company's facilities or system;

(d) There has been tampering with Company's meters or equipment, or evidence of fraudulent or unauthorized use of energy in such a manner as to circumvent Company's meter;

or if

(e) Ordered to do so by a court, the Commission, another duly authorized public authority or authorized governmental agency;

(f) Any bill remains unpaid;

(g) Planned repairs are to be made to Company's facilities or system;

(h) Customer denies access by employees of Company to its meter or other facilities;

(i) Customer uses equipment in such a manner as to adversely affect Company's system or service supplied by Company to other customers; or

(j) Customer fails to comply with the provisions of (i) the Tariff, or (ii) the Contract.

Discontinuance of service in accordance with the above provisions shall not constitute a breach of any obligation of Company under any contract for service with Customer, and Company shall not in any case be liable to Customer for any damages resulting from such discontinuance of service. Company shall restore service as soon as reasonably possible after any discontinuance at such time as the cause thereof no longer exists.

CONTRACT FOR PARALLEL
OPERATION BY TATE & LYLE INGREDIENTS AMERICAS, LLC

Company may discontinue service to Customer without notice for reasons (a) through and including (e), and with reasonable notice for reasons (f) through and including (j).

5. **Metering and Excess Facilities.** The electric energy and capacity supplied hereunder by Company shall be measured by metering instruments supplied by Company. Customer shall pay Company, in accordance with Company's "Standard Contract Rider No. 53—Excess Facilities," for all Company distribution facilities required by Company to provide service to such parallel operation, as determined by Company, including any additional metering or protection equipment required for Company to provide electric service to the QF.

6. **System Emergency.** Company shall not be required to supply electric service to Customer at the time of a system emergency as defined in Section 4(a) of this Contract.

7. **Reservation Maintenance Period.** Scheduled maintenance periods of the QF shall be coordinated with scheduled maintenance periods of Company's facilities in accordance with Service Schedule A.

8. **Performance.** The parties agree that the provisions, conditions, and terms for Reservation Maintenance/Backup Power, provided in Service Schedule A, are based upon the QF's performance such that Company will not be required to supply Reservation Maintenance/Backup Power during Company's peak load periods.

   If Company is unable to avoid planning duplicative capacity because of forced outages or other reduction of electrical output of QF, Company may terminate this Contract on ten (10) days' prior written notice to Customer and all service shall thereafter be provided to Customer under the applicable retail rate schedule then in effect. In the event that Customer disputes the termination by Company of the Contract under this provision, Customer may petition the Commission for resolution of the matter within the scope of the Commission's jurisdiction.

   Failure of the QF either to achieve or to maintain the performance specified in Service Schedule A, other than by reason of Force Majeure, beginning six months from the date this Contract becomes effective, shall result in: (a) immediate termination of this Contract and Service Schedule A and, therefore, loss to Customer of the availability of the rate and provisions of this Contract and Service Schedule A; (b) all capacity and energy required by Customer's QF to be supplied by Company and/or the applicable retail rate schedule then in effect; and (c) liquidated damages which shall be the difference between: (i) the sum of the actual prorated billings for Reservation Maintenance/Backup Power under Service Schedule A, and (ii) the sum of the normal billings under Rate HLF for such Reservation Maintenance/Backup Power (had the Reservation Maintenance/Backup Power been supplied under Rate HLF) either from the effective date of the Contract to the date upon which the QF fails to perform, or twenty-four months, whichever is less. Such twenty-four months shall exclude any months in which there were claims of Force Majeure. If the twenty-four month provision applies, the most recent twenty-four months shall be used to determine the actual billing determinants for Reservation Maintenance/Backup Power and the applicable Maximum Load Charge under Rate HLF. Additionally, if Customer refuses to comply with this provision, and Company files a civil action and is successful thereby in recovering damages, then Customer shall be responsible for reasonable attorneys' fees incurred by Company in such recovery and collection.

   Customer and Company agree that this provision is based upon: (1) Customer's election to offset its purchases of electric service from Company by the output of Customer's QF; (2) the size of Customer's QF; (3) the term of this Contract; (4) the pricing and billing provisions for Reservation Maintenance/Backup Power; (5) Company's resource plan, as of the signing of this Contract; and (6) the performance requirements in this Contract for Customer's QF.

9. **Power Supplied by Company.** Company shall provide to Customer:

CONTRACT FOR PARALLEL OPERATION BY TATE & LYLE INGREDIENTS AMERICAS, LLC

(a) Supplemental Power, defined in 170 IAC 44.1-1, as "electric energy or capacity supplied by an electric utility, regularly used by a qualifying facility in addition to that which the facility generates itself," in accordance with Company's Rate HLF, all applicable Standard Contract Riders, and General Terms and Conditions for Electric Service in Company's effective retail electric tariff.

(b) Reservation Maintenance/Backup Power, reserved annually by October 31 of the year preceding the events and defined as of:

(i) Backup Power, defined in 170 IAC 4-4.1-1 as "electric energy or capacity supplied by an electric utility to replace energy ordinarily generated by a facility's own generation equipment during an unscheduled outage of the facility," in accordance with Service Schedule A, and

(ii) Maintenance Power, defined in 170 IAC 4-4.1-1 as "electric energy or capacity supplied by an electric utility during scheduled outages of the qualifying facility," during outages of Customer's QF, when such outages are scheduled and occur as agreed upon by Company and Customer, in accordance with Service Schedule A.

(c) Minimum Reservation Maintenance/Backup Power, defined as a minimum amount of such power provided for a minimum number of days which will be applicable to each twelvemonth period of the contract term for the determination of the Annual Minimum Reservation Charge. Minimum Reservation Maintenance/Backup Power shall be specified in the written notice provided by Customer to Company pursuant to Section 13 of this Contract, and may be adjusted within six months from the date this Contract becomes effective.

(d) Scheduled Maintenance Energy, after Customer has utilized its Reservation Maintenance/Backup Power during any twelvemonth period of the term of the Contract, in accordance with Service Schedule A, and provided that: (i) sources of capacity associated with such maintenance energy are available to Company, and (ii) both parties mutually agree to the maintenance schedule prior to such maintenance period.

10. **Billing.** The metering equipment measuring the supply of electric capacity and energy to Customer's QF shall be read by Company every month, and Company shall provide these meter readings to Customer and Customer shall render payment therefore on or before seventeen (17) days following the mailing of the bill.

Customer shall be billed for the electric service supplied by Company to Customer for Reservation Maintenance/Backup Power and Scheduled Maintenance Energy, in accordance with Service Schedule A, and Supplemental Power in accordance with Rate HLF along with all applicable rate adjustment riders.

11. **Insurance.** Customer shall procure and keep in force during the term of this Contract, the following insurance, with insurance carriers of recognized standing, with Company as a named insured as Company's interests may appear in this Contract, and in amounts not less than the following:

Coverage	Limits
Comprehensive ~~—~~ General Liability and Contractual Liability	
Bodily Injury	$10,000,000 per occurrence
Property Damage	$10,000,000 per occurrence

Customer shall deliver a CERTIFICATE OF INSURANCE verifying the required coverage annually to:

Duke Energy Indiana, ~~Inc.~~LLC
Attention: Indiana Large Account Management
1000 East Main Street
Plainfield, Indiana 46168

CONTRACT FOR PARALLEL
OPERATION BY TATE & LYLE INGREDIENTS AMERICAS, LLC

12. **Release and Indemnification.** Each party shall release, indemnify and hold harmless the other party from and against all claims, liability, damages and expenses, including attorneys' fees, based on any injury to any person, including loss of life, or damage to any property, including loss of use thereof, arising out of, resulting from or connected with, or that may be alleged to have arisen out of, resulted from or connected with, an act or omission by such indemnifying party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of such party's facilities used in connection with this Contract. Upon the written request of the party seeking indemnification under this Section 12, the other party shall defend any suit asserting a claim covered by this Section 12. If a party is required to bring an action to enforce its rights under this Section 12, either as a separate action or in connection with another action, and said rights are upheld, the party from whom the indemnification was sought shall reimburse the party seeking indemnification for all expenses, including attorneys' fees, incurred in connection with such action.

13. **Term.** The obligation of Company to supply, and of Customer to accept and pay for, electric service under the terms of this Contract shall commence when, ~~and as soon as, Company is ready to supply electric service to Customer, Customer is ready to receive such electric service, and~~ Commission approval of this Contract is obtained and made effective. ~~The fixed term of this Contract shall commence upon Commission approval.~~ This Contract shall be in effect for an initial term ~~of two~~of one (1~~2~~) year~~s~~, and thereafter shall continue in full force and effect for succeeding terms of one (1) year, unless and until terminated by written notice given by one party to the other party at least sixty (60) days prior to the initial expiration date or to any succeeding expiration date.

14. **Jurisdiction.** Company and Customer recognize and agree that: (1) Company is a public utility subject to the jurisdiction of the Commission and any rules or regulations promulgated by the Commission which affect Company, this Contract, or Service Schedule A; (2) this Contract, the applicable rates, rate schedules, rate riders, and surcharges are subject to the approval and regulation of the Commission; and (3) during the term of this Contract, the provisions of this Contract and Service Schedule A, including rates and rate schedules, are subject to change pursuant to Commission regulation.

15. **Termination of Any Applicable Existing Agreement.** This Contract shall supersede any agreement, pertaining to operation of Customer's QF, between Company and Customer concerning the supply of electric service by Company to Customer and any such agreement shall be deemed to be terminated as of the date service commences under this Contract.

16. **Force Majeure.** 'Force Majeure" means any cause or event not reasonably within the control of the party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine, blockage; or quarantine.

If either party is rendered wholly or partly unable to perform its obligations because of Force Majeure, both parties shall be excused from whatever obligations are affected by the Force Majeure and shall not be liable or responsible for any delay in the performance, or the inability to perform, any such obligations for so long as the Force Majeure continues.

CONTRACT FOR PARALLEL
OPERATION BY TATE & LYLE INGREDIENTS AMERICAS, LLC

The party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other party written notice describing the particulars of the occurrence and shall use its best efforts to remedy its inability to perform, provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the party involved in such labor dispute.

All claims of Force Majeure by either party are subject to verification by the Commission. Electric service provided by Company to Customer during claims of Force Majeure shall be in accordance with the applicable retail rate schedule, applicable Standard Contract Riders, and the General Terms and Conditions for Electric Service in Company's effective retail electric tariff.

17. **Notice.** Notice to Customer as required by this Contract shall be sent by United States mail, first class, postage prepaid, to the following:

Tate & Lyle Ingredients Americas, LLC
Attn: Manager, Energy Purchases
2200 East Eldorado Street
Decatur, IL 62521

Notice to Company regarding the operation of Customer's QF shall be established in writing between Company and Customer. Notice to Company as required by any other part of this Contract shall be sent by United States mail, first class, postage prepaid, to:

Duke Energy Indiana, LLC
Attn: Director, Large Account Management
1000 East Main Street
Plainfield, IN 46168

18. **Governing Law.** This Contract is subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties have executed this Contract, subject to the approval of the Commission and effective as of the date provided for in Section 13 of this Contract.

DUKE ENERGY INDIANA, LLC. "Company"

By:______________________________
Melody Birmingham-Byrd President

ATTEST:

____
Secretary

Tate & Lyle Ingredients Americas, LLC "Customer"

By:______________________________

Title:______________________________

DUKE ENERGY INDIANA, INC
1000 East Main Street
Plainfield, Indiana 46168

SERVICE SCHEDULE A

Schedule for the Reservation of Maintenance and Back Up Capacity and Energy for Qualifying Facility

Availability

This Service Schedule is available to a Customer contracting for parallel operation of a QF with Company's electric system, with Customer engaging in electric capacity and energy purchases from Company but without purchase by Company of any capacity or energy from Customer's QF, in accordance with 170 IAC 4-4.1-1 **et seq.**, and with Customer receiving supplemental service under Rate HLF and the provisions of the applicable Contract. The QF must be located adjacent to an electric line of Company that is adequate for the electric service provided to Customer.

Contract

Customer shall have entered into a contract with Company. Customer shall operate its QF in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of the Company's electric system. Company will grant such permission only in cases where Company is satisfied that such parallel operation is practicable without interference or probability of interference with the ability of Company to render adequate service to its other customers.

Such service is subject to the provisions and Special Terms and Conditions of this Service Schedule and the provisions of the Contract.

Reservation Maintenance/Backup Power

For planning purposes, Reservation Maintenance/Backup Power will be reserved in writing annually by the Customer for the following maintenance periods, at the time Company schedules annual maintenance of its generating units for the following year (generally submitted in April and approved in September):

(a) "Annual Reservation Maintenance Period" is defined as the total designed days/hours whereby Customer schedules the annual maintenance for Customer's QF;

(b) "Reservation Maintenance Periods" is defined as the total designated days/hours whereby Customer schedules other preventive maintenance for customer's QF; and

(c) "Forced Outage Maintenance Periods" is defined as the days/hours whereby Customer's QF is inoperable or operates at a reduced output due to unit malfunction.

Customer shall notify the Company by April 1st of Reservation and Maintenance/Backup power reserved by the Customer for the succeeding year. The annual reservation information will include, but not be limited to, the total designated number of maintenance days/hours and the associated amount of capacity expressed in terms of kilowatts for all such Reservation Maintenance/Backup Power, and the specific schedule for the Annual Reservation Maintenance Period for the following twelvemonth period. Both parties shall mutually agree to such annual reservation.

DUKE ENERGY INDIANA, INC
1000 East Main Street
Plainfield, Indiana 46168

Except when mutually agreed upon for a shorter period, the Reservation Maintenance Periods shall be scheduled at least forty-eight (48) hours in advance. Both parties shall mutually agree to such maintenance schedule prior to the shutdown period.

Schedule

During the term of the Contract, Customer shall:

(a) Provide Company prior to April 1st of each calendar year an estimate of the amount of capacity and associated energy to be generated by the QF for each month of the following twelvemonth period including the time, duration and magnitude of generation;

(b) Provide Company prior to April 1st of each calendar year a schedule of estimated maintenance for each month of the following twelvemonth period including the time, duration and magnitude of any planned outages or reduction in capacity;

(c) Promptly update the yearly generation and maintenance schedule when any changes may be determined necessary;

(d) Coordinate scheduled QF outages with Company;

(e) Comply with reasonable requirements of the Company regarding day-to-day or hour-by-hour communications between the parties relative to the performance of the Contract;

(f) Provide verification of outages from time to time as may be required by Company.

Both parties shall mutually agree to scheduling, advance notice, time, duration and magnitude of outages.

Minimum Reservation Maintenance/Backup Power
Company will provide a minimum amount of Reservation Maintenance/Backup Power expressed in terms of kilowatts for a minimum number of days which will be applicable to each twelve-month period of the contract term.

Performance
For planning, operating and cost avoidance purposes by Company, Company shall not be required to provide Reservation Maintenance/Backup Power more than thirty percent (30%) of the time on a twelvemonth rolling average basis, in accordance with Section 8 of the Contract.

Rate*
Company will supply Reservation Maintenance/Backup Power to the QF in accordance with the conditions and limitations of this Service Schedule and the Contract at the following rate:

Reservation Maintenance/Backup Load Charge (Monthly)

Connection Charge $75.00
Each Kw of reservation Load.. $12.05 per Kw

Energy Charge
For all energy used per month .... $0.016065 cents per kWh

KVAr Charge
For Each kVAr of the Monthly Billed kVAr Demand .... $0.24 per kVAr

*Subject to: All rate adjustment riders applicable to Rate HLF

<u>**Pricing is subject to adjustment following the Company's next general rate order.</u>

Determination of Reservation Load Applicable to Reservation Maintenance/Backup Power

The maximum load shall be measured by suitable recording instruments. Such instruments will measure the total load imposed on company's electric system by Customer. During any reservation maintenance period in a month, such measured total load shall be the sum of the Reservation Maintenance/Backup Power load and the Supplemental load. During any non-maintenance period, such measured load shall be the Supplemental load.

During any reservation maintenance period, the Supplemental load expressed in terms of kilowatts shall be the total thirty-minute kilowatt load less the annual specified level of reservation Maintenance/Backup Power load.

Energy shall be measured by suitable integrating instruments.

Company shall have the option to meter the maximum load and energy requirements of Customer on either the line side or the load side of Customer's transformers. When Customer's requirements are metered on the load side of Customer's transformers, the metered kilowatts maximum load shall be increased by one percent (1%) and the metered kilowatt-hours shall be increased by one and one-half percent (1-1/2%) before applying any other adjustment or computing the charges.

Billing of Reservation Maintenance/Backup Power and Supplemental Power

For Each maintenance period in each month during which Reservation Maintenance/Backup Power is reserved by Customer and supplied by Company, Customer will be billed for the Reservation Load applicable to Reservation Maintenance/Backup Power in such period on the basis of the proration of the Reservation Maintenance/Backup Load Charge. Such proration will be based on the ratio of the number of hours in the maintenance period, divided by the number of hours in the monthly billing period.

Customer shall be billed for Supplemental Power in accordance with Rate HLF
including all applicable rate adjustment riders,

Annual Minimum Reservation Charge

The Annual Minimum Reservation Charge will be determined on the basis of the annual minimum reservation of Maintenance/Backup Power, expressed in terms of kilowatts, multiplied by the product of the ratio of the minimum number of reservation days to 365 days times the applicable annual load charge per kilowatt. The sum of the actual twelve monthly load charges applicable to Reservation Maintenance/Backup Power paid during the contract year will be compared to the Annual Minimum Reservation Charge for such period. If such sum of the actual load charges is less than the Annual Minimum Reservation Charge, Customer will be liable for payment of the difference between actual Reservation Load charges and the Annual Minimum Reservation Charge during the contract year.

Scheduled Maintenance Energy

If Customer requests Scheduled Maintenance Energy upon fully utilizing the annual Reservation Maintenance/Backup Power during any twelvemonth period of the Contract term, Company will deliver such energy on a when-and-if-available basis. For every month in which such Scheduled Maintenance Energy is delivered, in addition to the energy associated with Reservation Maintenance/Backup Power and/or in addition to Supplemental Power, Customer shall pay Company an amount equal to Scheduled Maintenance Energy in kilowatt-hours, adjusted for energy losses, multiplied by the estimated incremental out-of-pocket costs per Kwh as determined by Company in supplying or purchasing such scheduled Maintenance Energy, but in no case shall such incremental out-of-pocket costs be less than the Company's average fuel costs per kWh adjusted for all rate adjustment riders.

The term "out-of-pocket cost" shall have the following meaning: Out-of-pocket cost of generating energy in the generating stations of Company shall be those costs which are incurred by the Company directly by reasons of its generation of such energy and which otherwise would not have been incurred by Company. Such costs shall include the incremental production expenses associated with the stations or units used in the production of the energy so furnished including incremental fuel, incremental maintenance, and incremental operating labor, and any tax expense in connection with the sale or production of such energy. Out-of-pocket cost of capacity and energy purchased from a source outside the system of Company shall be the total amount paid to provide such capacity and energy by Company which otherwise would not have been paid by Company.

Special Terms and Conditions

1. It shall be Customer's responsibility to inform Company of any changes in its electric generation capability.

2. Customer shall install, operate and maintain, at its sole cost and expense, all control and protective devices and appurtenances thereto (hereinafter "Control Equipment"), as designated by Company, for the safe, efficient and reliable operation of Customer's QF in connection to and in parallel with Company's electric system. Customer shall agree that the Control Equipment will, at Customer's sole cost and expense, be installed to provide adequate protection to Company's system at all times, and that Customer will be solely responsible for the operation and maintenance of the Control Equipment, except as provided in item 4 of these Special Terms and Conditions.

3. Customer shall agree that the relays included in the Control Equipment which, in Company's opinion, require coordination with Company, shall be reviewed and approved by Company, and such relays shall be set, reset, and adjusted according to Company-approved settings, and that Customer will not at any time set, reset, adjust or tamper with such relays or permit the same to be set, reset, adjusted or tampered with by any person except to verify that such equipment complies with Company-approved settings.

4. Customer shall agree that Company shall not be liable for any damage to or breakdown of Customer's equipment operated in parallel with Company's electric system except to the extent caused by the gross negligence of Company.

5. Customer shall agree that the watt-hour and reactive-ampere-hour meters installed by Company to measure electric energy will be provided with ratchets to prevent reverse registration.

DUKE ENERGY INDIANA, LLC
1000 East Main Street
Plainfield, Indiana 46168

SECTION FOUR

CONTRACT FOR PARALLEL
OPERATION OF
QUALIFYING FACILITY BY
TATE & LYLE INGREDIENTS AMERICAS, LLC

DATED: March 6th, 2018

Issued: Effective:

MAS

| **DUKE ENERGY INDIANA, LLC**
1000 East Main Street
Plainfield, Indiana 46168

CONTRACT FOR PARALLEL
OPERATION BY TATE & LYLE INGREDIENTS AMERICAS, LLC

| THIS CONTRACT, made and entered into as of this 6th day of March, 2018, by and between DUKE ENERGY INDIANA, LLC., (hereinafter "Company"), an Indiana corporation and an electric utility subject to the jurisdiction of the Indiana Utility Regulatory Commission of Indiana (hereinafter "the Commission"), and Tate & Lyle Ingredients Americas, LLC (hereinafter "Customer"), a United Kingdom corporation which owns and operates a corn refining plant on Sagamore Parkway in Lafayette, Indiana (hereinafter "the Plant").

WITNESSETH:

WHEREAS, Customer has the following facilities at the Plant: a generator rated at 7950 Kw, 9353 Kva, 0.85 power factor, 4160 volts, 1800 RPM, located at 2245 Sagamore Parkway North, Lafayette, Indiana 47902; and

WHEREAS, Customer's facility is a "qualifying facility" (hereinafter "QF") as defined in 170 IAC 4-4.1-1; and

WHEREAS, Customer desires to operate its QF in parallel with Company's electric system, and to engage in electric capacity and energy purchases from Company, but Customer does not desire at this time to have Company purchase any of the capacity or energy of Customer's QF; and

WHEREAS, Company's electric energy service to Customer shall have the following nominal characteristics: 12,470 grounded Y/7,200 volts, three-phase, 60 Hertz;

NOW, THEREFORE, in consideration thereof, Customer and Company agree as follows:

1. **Service to be Furnished.** Company will supply electric service to Customer's QF connected to and operating in parallel with Company's electric system. The entire electric energy output of QF will be used by Customer to supply a portion of Customer's total electric energy requirements at the Plant. Company will supply the remaining portion of Customer's total electric energy requirements at the Plant under this Contract.

2. **Interconnection.** Customer shall maintain a detailed electrical plan (hereinafter "plan") of Customer's QF, including "Control Equipment," as defined in "Service Schedule A, Schedule for the Reservation of Maintenance and Backup Capacity and Energy for the Qualifying Facility" (hereinafter "Service Schedule A"), attached hereto and incorporated herein as a part of this Contract. Company's review and acceptance of Customer's plan does not constitute approval as to safety or compliance with applicable codes or requirements, but constitutes only acceptance of the interconnection of Customer's QF with Company's electric system. The facilities installed by Customer shall comply with the National Electrical Code, the National Electrical Safety Code, Company's rules and regulations for electric service in effect and as amended from time to time, the rules and regulations of the Commission, and all other applicable local, state, and federal codes and laws. It shall be Customer's responsibility to ensure such compliance.

   In accordance with 170 IAC 4-4.1-7, Customer shall install, operate, and maintain in good order, at its sole cost and expense, such Control Equipment as shall be designated by Company for safe, efficient and reliable operation in parallel with Company's electric system. Customer shall bear full responsibility for the installation and safe operation of this equipment.

   In the future, Customer and Company may enter into an agreement for substation operation and maintenance that provides for Company to set, reset and adjust the Control Equipment.

3. **Operation by Customer.** Customer shall operate its QF in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. At all times when the QF is being operated in parallel with Company's electric system, Customer shall so operate the

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**CONTRACT FOR PARALLEL
OPERATION BY TATE & LYLE INGREDIENTS AMERICAS, LLC**

QF in such a manner that no disturbance will be produced thereby to the service rendered by Company to any of its other customers.

Customer's Control Equipment shall include a device which shall immediately, completely, and automatically disconnect and isolate Customer's QF from Company's electric system in the event of a fault on Company's electric system, a fault on Customer's electric system, or loss of source on Company's electric system. This automatic disconnecting device shall not be capable of reclosing until after a fault on either Company's or Customer's electric system has been adequately cleared and/or service is restored on Company's electric system in accordance with approved procedures.

4. **Access by Company.** Company shall at all times have immediate access to breakers and all other equipment that will isolate Customer's QF from Company's electric system. Company shall have the right and authority to isolate said QF at Company's sole discretion if Company believes that:

| (a) Continued parallel operation creates or contributes to a system emergency as defined in 170 IAC 4-4.1-1 of the Commission's regulations. System emergencies causing discontinuance of parallel operation are subject to verification by the Commission;

(b) A condition exists at Customer's QF that is dangerous or hazardous to life, physical safety or property;

(c) Emergency repairs must be made to Company's facilities or system;

(d) There has been tampering with Company's meters or equipment, or evidence of fraudulent or unauthorized use of energy in such a manner as to circumvent Company's meter;

or if

(e) Ordered to do so by a court, the Commission, another duly authorized public authority or authorized governmental agency;

(f) Any bill remains unpaid;

(g) Planned repairs are to be made to Company's facilities or system;

(h) Customer denies access by employees of Company to its meter or other facilities;

(i) Customer uses equipment in such a manner as to adversely affect Company's system or service supplied by Company to other customers; or

(j) Customer fails to comply with the provisions of (i) the Tariff, or (ii) the Contract.

Discontinuance of service in accordance with the above provisions shall not constitute a breach of any obligation of Company under any contract for service with Customer, and Company shall not in any case be liable to Customer for any damages resulting from such discontinuance of service. Company shall restore service as soon as reasonably possible after any discontinuance at such time as the cause thereof no longer exists.

MWS

CONTRACT FOR PARALLEL OPERATION BY TATE & LYLE INGREDIENTS AMERICAS, LLC

Company may discontinue service to Customer without notice for reasons (a) through and including (e), and with reasonable notice for reasons (f) through and including (j).

5. **Metering and Excess Facilities.** The electric energy and capacity supplied hereunder by Company shall be measured by metering instruments supplied by Company. Customer shall pay Company, in accordance with Company's "Standard Contract Rider No. 53—Excess Facilities," for all Company distribution facilities required by Company to provide service to such parallel operation, as determined by Company, including any additional metering or protection equipment required for Company to provide electric service to the QF.

6. **System Emergency.** Company shall not be required to supply electric service to Customer at the time of a system emergency as defined in Section 4(a) of this Contract.

7. **Reservation Maintenance Period.** Scheduled maintenance periods of the QF shall be coordinated with scheduled maintenance periods of Company's facilities in accordance with Service Schedule A.

8. **Performance.** The parties agree that the provisions, conditions, and terms for Reservation Maintenance/Backup Power, provided in Service Schedule A, are based upon the QF's performance such that Company will not be required to supply Reservation Maintenance/Backup Power during Company's peak load periods.

   If Company is unable to avoid planning duplicative capacity because of forced outages or other reduction of electrical output of QF, Company may terminate this Contract on ten (10) days' prior written notice to Customer and all service shall thereafter be provided to Customer under the applicable retail rate schedule then in effect. In the event that Customer disputes the termination by Company of the Contract under this provision, Customer may petition the Commission for resolution of the matter within the scope of the Commission's jurisdiction.

   Failure of the QF either to achieve or to maintain the performance specified in Service Schedule A, other than by reason of Force Majeure, beginning six months from the date this Contract becomes effective, shall result in: (a) immediate termination of this Contract and Service Schedule A and, therefore, loss to Customer of the availability of the rate and provisions of this Contract and Service Schedule A; (b) all capacity and energy required by Customer's QF to be supplied by Company and/or the applicable retail rate schedule then in effect; and (c) liquidated damages which shall be the difference between: (i) the sum of the actual prorated billings for Reservation Maintenance/Backup Power under Service Schedule A, and (ii) the sum of the normal billings under Rate HLF for such Reservation Maintenance/Backup Power (had the Reservation Maintenance/Backup Power been supplied under Rate HLF) either from the effective date of the Contract to the date upon which the QF fails to perform, or twenty-four months, whichever is less. Such twenty-four months shall exclude any months in which there were claims of Force Majeure. If the twenty-four month provision applies, the most recent twenty-four months shall be used to determine the actual billing determinants for Reservation Maintenance/Backup Power and the applicable Maximum Load Charge under Rate HLF. Additionally, if Customer refuses to comply with this provision, and Company files a civil action and is successful thereby in recovering damages, then Customer shall be responsible for reasonable attorneys' fees incurred by Company in such recovery and collection.

   Customer and Company agree that this provision is based upon: (1) Customer's election to offset its purchases of electric service from Company by the output of Customer's QF; (2) the size of Customer's QF; (3) the term of this Contract; (4) the pricing and billing provisions for Reservation Maintenance/Backup Power; (5) Company's resource plan, as of the signing of this Contract; and (6) the performance requirements in this Contract for Customer's QF.

9. **Power Supplied by Company.** Company shall provide to Customer:

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CONTRACT FOR PARALLEL
OPERATION BY TATE & LYLE INGREDIENTS AMERICAS, LLC

(a) Supplemental Power, defined in 170 IAC 44.1-1, as "electric energy or capacity supplied by an electric utility, regularly used by a qualifying facility in addition to that which the facility generates itself," in accordance with Company's Rate HLF, all applicable Standard Contract Riders, and General Terms and Conditions for Electric Service in Company's effective retail electric tariff.

(b) Reservation Maintenance/Backup Power, reserved annually by October 31 of the year preceding the events and defined as of:

(i) Backup Power, defined in 170 IAC 4-4.1-1 as "electric energy or capacity supplied by an electric utility to replace energy ordinarily generated by a facility's own generation equipment during an unscheduled outage of the facility," in accordance with Service Schedule A, and

(ii) Maintenance Power, defined in 170 IAC 4-4.1-1 as "electric energy or capacity supplied by an electric utility during scheduled outages of the qualifying facility," during outages of Customer's QF, when such outages are scheduled and occur as agreed upon by Company and Customer, in accordance with Service Schedule A.

(c) Minimum Reservation Maintenance/Backup Power, defined as a minimum amount of such power provided for a minimum number of days which will be applicable to each twelvemonth period of the contract term for the determination of the Annual Minimum Reservation Charge. Minimum Reservation Maintenance/Backup Power shall be specified in the written notice provided by Customer to Company pursuant to Section 13 of this Contract, and may be adjusted within six months from the date this Contract becomes effective.

(d) Scheduled Maintenance Energy, after Customer has utilized its Reservation Maintenance/Backup Power during any twelvemonth period of the term of the Contract, in accordance with Service Schedule A, and provided that: (i) sources of capacity associated with such maintenance energy are available to Company, and (ii) both parties mutually agree to the maintenance schedule prior to such maintenance period.

10. **Billing.** The metering equipment measuring the supply of electric capacity and energy to Customer's QF shall be read by Company every month, and Company shall provide these meter readings to Customer and Customer shall render payment therefore on or before seventeen (17) days following the mailing of the bill.

Customer shall be billed for the electric service supplied by Company to Customer for Reservation Maintenance/Backup Power and Scheduled Maintenance Energy, in accordance with Service Schedule A, and Supplemental Power in accordance with Rate HLF along with all applicable rate adjustment riders.

11. **Insurance.** Customer shall procure and keep in force during the term of this Contract, the following insurance, with insurance carriers of recognized standing, with Company as a named insured as Company's interests may appear in this Contract, and in amounts not less than the following:

Coverage	Limits
Comprehensive General Liability and Contractual Liability	
Bodily Injury	$10,000,000 per occurrence
Property Damage	$10,000,000 per occurrence

Customer shall deliver a CERTIFICATE OF INSURANCE verifying the required coverage annually to:

Duke Energy Indiana, LLC
Attention: Indiana Large Account Management
1000 East Main Street
Plainfield, Indiana 46168

MLd

**CONTRACT FOR PARALLEL
OPERATION BY TATE & LYLE INGREDIENTS AMERICAS, LLC**

12. **Release and Indemnification.** Each party shall release, indemnify and hold harmless the other party from and against all claims, liability, damages and expenses, including attorneys' fees, based on any injury to any person, including loss of life, or damage to any property, including loss of use thereof, arising out of, resulting from or connected with, or that may be alleged to have arisen out of, resulted from or connected with, an act or omission by such indemnifying party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of such party's facilities used in connection with this Contract. Upon the written request of the party seeking indemnification under this Section 12, the other party shall defend any suit asserting a claim covered by this Section 12. If a party is required to bring an action to enforce its rights under this Section 12, either as a separate action or in connection with another action, and said rights are upheld, the party from whom the indemnification was sought shall reimburse the party seeking indemnification for all expenses, including attorneys' fees, incurred in connection with such action.

13. **Term.** The obligation of Company to supply, and of Customer to accept and pay for, electric service under the terms of this Contract shall commence when, Commission approval of this Contract is obtained and made effective. This Contract shall be in effect for an initial term of one (1) year, and thereafter shall continue in full force and effect for succeeding terms of one (1) year, unless and until terminated by written notice given by one party to the other party at least sixty (60) days prior to the initial expiration date or to any succeeding expiration date.

14. **Jurisdiction.** Company and Customer recognize and agree that: (1) Company is a public utility subject to the jurisdiction of the Commission and any rules or regulations promulgated by the Commission which affect Company, this Contract, or Service Schedule A; (2) this Contract, the applicable rates, rate schedules, rate riders, and surcharges are subject to the approval and regulation of the Commission; and (3) during the term of this Contract, the provisions of this Contract and Service Schedule A, including rates and rate schedules, are subject to change pursuant to Commission regulation.

15. **Termination of Any Applicable Existing Agreement.** This Contract shall supersede any agreement, pertaining to operation of Customer's QF, between Company and Customer concerning the supply of electric service by Company to Customer and any such agreement shall be deemed to be terminated as of the date service commences under this Contract.

16. **Force Majeure.** 'Force Majeure" means any cause or event not reasonably within the control of the party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine, blockage; or quarantine.

    If either party is rendered wholly or partly unable to perform its obligations because of Force Majeure, both parties shall be excused from whatever obligations are affected by the Force Majeure and shall not be liable or responsible for any delay in the performance, or the inability to perform, any such obligations for so long as the Force Majeure continues.

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CONTRACT FOR PARALLEL
OPERATION BY TATE & LYLE INGREDIENTS AMERICAS, LLC

The party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other party written notice describing the particulars of the occurrence and shall use its best efforts to remedy its inability to perform, provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the party involved in such labor dispute.

All claims of Force Majeure by either party are subject to verification by the Commission. Electric service provided by Company to Customer during claims of Force Majeure shall be in accordance with the applicable retail rate schedule, applicable Standard Contract Riders, and the General Terms and Conditions for Electric Service in Company's effective retail electric tariff.

17. **Notice.** Notice to Customer as required by this Contract shall be sent by United States mail, first class, postage prepaid, to the following:

Tate & Lyle Ingredients Americas, LLC
Attn: Manager, Energy Purchases
2200 East Eldorado Street
Decatur, IL 62521

Notice to Company regarding the operation of Customer's QF shall be established in writing between Company and Customer. Notice to Company as required by any other part of this Contract shall be sent by United States mail, first class, postage prepaid, to:

Duke Energy Indiana, LLC
Attn: Director, Large Account Management
1000 East Main Street
Plainfield, IN 46168

18. **Governing Law.** This Contract is subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties have executed this Contract, subject to the approval of the Commission and effective as of the date provided for in Section 13 of this Contract.

DUKE ENERGY INDIANA, LLC. "Company"

By: Melody Birmingham-Byrd
Melody Birmingham-Byrd President

ATTEST: John B. Schindler
Assistant Secretary

Tate & Lyle Ingredients Americas, LLC "Customer"

By: _______ 6 MAR 2018
Michael R. Schlenker Vice President
Title: Global Operational Procurement

DUKE ENERGY INDIANA, INC
1000 East Main Street
Plainfield, Indiana 46168

SERVICE SCHEDULE A

Schedule for the Reservation of Maintenance and Back Up Capacity and Energy for Qualifying Facility

Availability

This Service Schedule is available to a Customer contracting for parallel operation of a QF with Company's electric system, with Customer engaging in electric capacity and energy purchases from Company but without purchase by Company of any capacity or energy from Customer's QF, in accordance with 170 IAC 4-4.1-1 **et seq.**, and with Customer receiving supplemental service under Rate HLF and the provisions of the applicable Contract. The QF must be located adjacent to an electric line of Company that is adequate for the electric service provided to Customer.

Contract

Customer shall have entered into a contract with Company. Customer shall operate its QF in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of the Company's electric system. Company will grant such permission only in cases where Company is satisfied that such parallel operation is practicable without interference or probability of interference with the ability of Company to render adequate service to its other customers.

Such service is subject to the provisions and Special Terms and Conditions of this Service Schedule and the provisions of the Contract.

Reservation Maintenance/Backup Power

For planning purposes, Reservation Maintenance/Backup Power will be reserved in writing annually by the Customer for the following maintenance periods, at the time Company schedules annual maintenance of its generating units for the following year (generally submitted in April and approved in September):

(a) "Annual Reservation Maintenance Period" is defined as the total designed days/hours whereby Customer schedules the annual maintenance for Customer's QF;

(b) "Reservation Maintenance Periods" is defined as the total designated days/hours whereby Customer schedules other preventive maintenance for customer's QF; and

(c) "Forced Outage Maintenance Periods" is defined as the days/hours whereby Customer's QF is inoperable or operates at a reduced output due to unit malfunction.

Customer shall notify the Company by October 31st of Reservation and Maintenance/Backup power reserved by the Customer for the succeeding year. The annual reservation information will include, but not be limited to, the total designated number of maintenance days/hours and the associated amount of capacity expressed in terms of kilowatts for all such Reservation Maintenance/Backup Power, and the specific schedule for the Annual Reservation Maintenance Period for the following twelvemonth period. Both parties shall mutually agree to such annual reservation.

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Except when mutually agreed upon for a shorter period, the Reservation Maintenance Periods shall be scheduled at least forty-eight (48) hours in advance. Both parties shall mutually agree to such maintenance schedule prior to the shutdown period.

Schedule

During the term of the Contract, Customer shall:

(a) Provide Company prior to October 31st of each calendar year an estimate of the amount of capacity and associated energy to be generated by the QF for each month of the following twelvemonth period including the time, duration and magnitude of generation;

(b) Provide Company prior to October 31st of each calendar year a schedule of estimated maintenance for each month of the following twelvemonth period including the time, duration and magnitude of any planned outages or reduction in capacity;

(c) Promptly update the yearly generation and maintenance schedule when any changes may be determined necessary;

(d) Coordinate scheduled QF outages with Company;

(e) Comply with reasonable requirements of the Company regarding day-to-day or hour-by-hour communications between the parties relative to the performance of the Contract;

(f) Provide verification of outages from time to time as may be required by Company.

Both parties shall mutually agree to scheduling, advance notice, time, duration and magnitude of outages.

Minimum Reservation Maintenance/Backup Power
Company will provide a minimum amount of Reservation Maintenance/Backup Power expressed in terms of kilowatts for a minimum number of days which will be applicable to each twelve-month period of the contract term.

Performance
For planning, operating and cost avoidance purposes by Company, Company shall not be required to provide Reservation Maintenance/Backup Power more than thirty percent (30%) of the time on a twelvemonth rolling average basis, in accordance with Section 8 of the Contract.

Rate*
Company will supply Reservation Maintenance/Backup Power to the QF in accordance with the conditions and limitations of this Service Schedule and the Contract at the following rate:

Reservation Maintenance/Backup Load Charge (Monthly)

Connection Charge $75.00
Each Kw of reservation Load.. $12.05 per Kw

Energy Charge
For all energy used per month .... $0.016065 cents per kWh

KVAr Charge
For Each kVAr of the Monthly Billed kVAr Demand .... $0.24 per kVAr

*Subject to: All rate adjustment riders applicable to Rate HLF

**Pricing is subject to adjustment following the Company's next general rate order.

DUKE ENERGY INDIANA, INC
1000 East Main Street
Plainfield, Indiana 46168

Determination of Reservation Load Applicable to Reservation Maintenance/Backup Power

The maximum load shall be measured by suitable recording instruments. Such instruments will measure the total load imposed on company's electric system by Customer. During any reservation maintenance period in a month, such measured total load shall be the sum of the Reservation Maintenance/Backup Power load and the Supplemental load. During any non-maintenance period, such measured load shall be the Supplemental load.

During any reservation maintenance period, the Supplemental load expressed in terms of kilowatts shall be the total thirty-minute kilowatt load less the annual specified level of reservation Maintenance/Backup Power load.

Energy shall be measured by suitable integrating instruments.

Company shall have the option to meter the maximum load and energy requirements of Customer on either the line side or the load side of Customer's transformers. When Customer's requirements are metered on the load side of Customer's transformers, the metered kilowatts maximum load shall be increased by one percent (1%) and the metered kilowatt-hours shall be increased by one and one-half percent (1-1/2%) before applying any other adjustment or computing the charges.

Billing of Reservation Maintenance/Backup Power and Supplemental Power

For Each maintenance period in each month during which Reservation Maintenance/Backup Power is reserved by Customer and supplied by Company, Customer will be billed for the Reservation Load applicable to Reservation Maintenance/Backup Power in such period on the basis of the proration of the Reservation Maintenance/Backup Load Charge. Such proration will be based on the ratio of the number of hours in the maintenance period, divided by the number of hours in the monthly billing period.

Customer shall be billed for Supplemental Power in accordance with Rate HLF
including all applicable rate adjustment riders,

Annual Minimum Reservation Charge

The Annual Minimum Reservation Charge will be determined on the basis of the annual minimum reservation of Maintenance/Backup Power, expressed in terms of kilowatts, multiplied by the product of the ratio of the minimum number of reservation days to 365 days times the applicable annual load charge per kilowatt. The sum of the actual twelve monthly load charges applicable to Reservation Maintenance/Backup Power paid during the contract year will be compared to the Annual Minimum Reservation Charge for such period. If such sum of the actual load charges is less than the Annual Minimum Reservation Charge, Customer will be liable for payment of the difference between actual Reservation Load charges and the Annual Minimum Reservation Charge during the contract year.

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Scheduled Maintenance Energy

If Customer requests Scheduled Maintenance Energy upon fully utilizing the annual Reservation Maintenance/Backup Power during any twelvemonth period of the Contract term, Company will deliver such energy on a when-and-if-available basis. For every month in which such Scheduled Maintenance Energy is delivered, in addition to the energy associated with Reservation Maintenance/Backup Power and/or in addition to Supplemental Power, Customer shall pay Company an amount equal to Scheduled Maintenance Energy in kilowatt-hours, adjusted for energy losses, multiplied by the estimated incremental out-of-pocket costs per Kwh as determined by Company in supplying or purchasing such scheduled Maintenance Energy, but in no case shall such incremental out-of-pocket costs be less than the Company's average fuel costs per kWh adjusted for all rate adjustment riders.

The term "out-of-pocket cost" shall have the following meaning: Out-of-pocket cost of generating energy in the generating stations of Company shall be those costs which are incurred by the Company directly by reasons of its generation of such energy and which otherwise would not have been incurred by Company. Such costs shall include the incremental production expenses associated with the stations or units used in the production of the energy so furnished including incremental fuel, incremental maintenance, and incremental operating labor, and any tax expense in connection with the sale or production of such energy. Out-of-pocket cost of capacity and energy purchased from a source outside the system of Company shall be the total amount paid to provide such capacity and energy by Company which otherwise would not have been paid by Company.

Special Terms and Conditions

1. It shall be Customer's responsibility to inform Company of any changes in its electric generation capability.

2. Customer shall install, operate and maintain, at its sole cost and expense, all control and protective devices and appurtenances thereto (hereinafter "Control Equipment"), as designated by Company, for the safe, efficient and reliable operation of Customer's QF in connection to and in parallel with Company's electric system. Customer shall agree that the Control Equipment will, at Customer's sole cost and expense, be installed to provide adequate protection to Company's system at all times, and that Customer will be solely responsible for the operation and maintenance of the Control Equipment, except as provided in item 4 of these Special Terms and Conditions.

3. Customer shall agree that the relays included in the Control Equipment which, in Company's opinion, require coordination with Company, shall be reviewed and approved by Company, and such relays shall be set, reset, and adjusted according to Company-approved settings, and that Customer will not at any time set, reset, adjust or tamper with such relays or permit the same to be set, reset, adjusted or tampered with by any person except to verify that such equipment complies with Company-approved settings.

4. Customer shall agree that Company shall not be liable for any damage to or breakdown of Customer's equipment operated in parallel with Company's electric system except to the extent caused by the gross negligence of Company.

5. Customer shall agree that the watt-hour and reactive-ampere-hour meters installed by Company to measure electric energy will be provided with ratchets to prevent reverse registration.

MLS

The Indianapolis Star
130 South Meridian Street
Indianapolis, IN 46225
Marion County, Indiana

Federal Id: 06-1032273

DUKE ENERGY
Account #:INI-967896
Order #:0002708456
Total Amount of Claim:$689.16

DUKE ENERGY
ATTN Paula Roseman
400 S TRYON ST
CHARLOTTE, NC 28202

PUBLISHER'S AFFIDAVIT

STATE OF INDIANA,
County Of Marion } **SS**:

Personally appeared before me, a notary public in and for said county and state, the undersigned

I, being duly sworn, say that I am a clerk for THE INDIANAPOLIS NEWSPAPERS a DAILY STAR newspaper of general circulation printed and published in the English language in the city of INDIANAPOLIS in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 times., the dates of publication being as follows:

The insertion being on the 02/05/2018

Newspaper has a website and this public notice was posted in the same day as it was published in the newspaper.

Pursuant to the provisions and penalties of Ch. 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Connie Flynn

Date: 2-5, 2018 Title: Clerk

Subscribed and sworn to before me this 5 day of February, 2018

Notary Public

DIANE S YAGER
Notary Public State of Indiana
Marion County
Commission # 701555
My Commission Expires

LEGAL NOTICE OF
TATE & LYLE INGREDIENTS AMERICAS, LLC
CONTRACT FOR PARALLEL OPERATION WITH
DUKE ENERGY INDIANA, LLC

DUKE ENERGY INDIANA, LLC ("Duke Energy Indiana") hereby provides notice of agreement with Tate & Lyle Ingredients Americas, LLC ("Tate & Lyle") concerning the parallel operation of a qualified facility with Duke Energy Indiana's electric system. The agreement is expected to be submitted to the Indiana Utility Regulatory Commission on or about March 1, 2018. The agreement is necessary to clarify terms related to the operation of Tate & Lyle's equipment.

This submission is expected to be approved approximately thirty days after filing, unless an objection is made. Any objections may be made by contacting the Secretary of the Commission, or Barbara A. Smith or Randall C. Helmen or Mary M. Becerra of the Indiana Office of Utility Consumer Counselor at the following addresses or phone numbers:

Indiana Utility Regulatory Commission
101 W. Washington St.
Suite 1500 East
Indianapolis, IN 46204-3407
317-232-2703

Indiana Office of Utility Consumer Counselor
PNC Center
115 W. Washington St.
Suite 1500 South
Indianapolis, IN 46204
317-232-2494.

Duke Energy Indiana, LLC
By: Melody Birmingham-Byrd, President

(S - 2/5/2018 - 0002708456) hspaxlp

Stephenson to highlight work

By Mark Ambrogi • mark@youarecurrent.com

James Stephenson's work will make its third appearance in the 2017-18 Indiana Wind Symphony concert.

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But this will be special because the Chicago-based composer will guest conduct the IWS in "Masterworks Old and New" at 7 p.m. Feb. 18 at The Palladium in Carmel.

Stephenson will conduct his Symphony No. 2 "Voices."

"My music has been played by the IWS at The Palladium before, but I have not been there to witness it, nor perform there," Stephenson said. "So, this will be my first time. I guest conduct anywhere between 10 to 15 times per year. As my main gig is composing, I only really fully got into conducting recently, but that number seems to be growing, which I am happy about, because I love it."

IWS Director Charlie Conrad said his symphony was part of a commissioning consortium for Stephenson's piece written to honor the 500th anniversary of the Reformation: "Luther: In Canon." That was performed in November. Then, IWS featured its bassoon section in Stephenson's "Bassoon It Will Be Christmas" during its December 2017 concert.


Stephenson

Symphony No. 2 "Voices" won the William D. Revelli Prize from the National Band Association as the outstanding composition for band for 2017.

"It was a huge surprise," Stephenson said. "I rarely enter competitions and did so just kind of on a whim. And I was proud of the piece, so I figured, why not? Both the National Band Association and William Revelli are widely known and respected institutions and names, so to be associated with them is a true honor. Also, to look at the list of names that have been awarded in previous years, and to now join them, I am completely thrilled."

Stephenson describes it as an extremely virtuosic piece and an intensely personal piece all at once.

Conrad, a Carmel resident, described Stephenson as one of the busiest composers in the nation.

For more, visit indianawindsymphony.org. For the full story visit youarecurrent.com.

LEGAL NOTICE OFTATE & LYLE INGREDIENTS AMERICAS, LLC
CONTRACT FOR PARALLEL OPERATION WITH DUKE ENERGY INDIANA, LLC

DUKE ENERGY INDIANA, LLC ("Duke Energy Indiana") hereby provides notice of agreement with Tate & Lyle Ingredients Americas, LLC ("Tate & Lyle") concerning the parallel operation of a qualified facility with Duke Energy Indiana's electric system. The agreement is expected to be submitted to the Indiana Utility Regulatory Commission on or about March 1, 2018. The agreement is necessary to clarify terms related to the operation of Tate & Lyle's equipment.

This submission is expected to be approved approximately thirty days after filing, unless an objection is made. Any objections may be made by contacting the Secretary of the Commission, or Barbara A. Smith or Randall C. Helmen or Mary M. Becerra of the Indiana Office of Utility Consumer Counselor at the following addresses or phone numbers:

Indiana Utility Regulatory Commission
101 W. Washington St.
Suite 1500 East
Indianapolis, IN 46204-3407
317-232-2703

Indiana Office of Utility Consumer Counselor
PNC Center
115 W. Washington St., Suite 1500 South
Indianapolis, IN 46204
317-232-2494

Duke Energy Indiana, LLC By: Melody Birmingham-Byrd, President

Warm up to these cold-weather tips

Commentary by Dr. Reeta Bhargava

Winter's wind-chill factors can wreak havoc not only on our comfort, but also on our health. Here are some common sense, and unexpected, tips.

YOUR HEALTH

Beyond clothes

YourMetabolism plays a large part in your body's ability to keep warm.

Avoid alcohol. Alcohol relaxes you to the point that it prevents your body from shivering, and shivering helps your body warm up naturally.

Avoid too much caffeine. In moderation, caffeine can raise your metabolism, but too much can actually short-circuit your metabolism, bringing your body temperature down.

Ginger is known to increase core temperature. Cayenne and other peppers are known to increase heart rate, which excites nerve endings. But don't overdo it. A pinch here or there is all you need.

Complex carbohydrates are key. Unlike simple carbs that break down quickly, giving you a short spike of energy, complex carbs break down slowly. This gives you the boost that can keep your body warm throughout the day. Choose brown rice over white, whole grain breads and oatmeal or multigrain cereal for breakfast.

Most importantly, stay hydrated. We hear this message a lot during the dog days of summer, but it's just as important in winter. Drinking seven to eight glasses of plain water per day helps your metabolism function properly. On that note, hydration can also help guard against dry skin that could be more susceptible to frostbite. Consider using moisturizing soaps and plant-based body lotions (which absorb over a longer amount of time, as opposed to water-based), especially on exposed areas such as fingers and nose.

Wrapping it up

The Centers for Disease Control and Prevention has more detailed information on how to protect yourself in cold weather. Check out cdc.gov/disasters/winter/staysafe/index.html, or contact your primary care provider if you have questions.

Reeta Bhargava, MD, specializes in family medicine. She is a guest columnist and is located at IU Health Physicians Primary Care, 380 S. Junction Dr., Suite 100, Westfield. She can be reached by calling the office at 317-399-3550.

DISPATCHES

Blood urgently needed - Blood supplies at the Indiana Blood Bank are dangerously low. It currently has only have a one-day supply on hand. Mobile blood drives have been impacted by the frigid temperatures and donors are urged to donate at one of six donor centers around the state. Locations and hours are available on the website at indianablood.org/locations.

Unhealthy fragrance - Many scented products contain fragrances that are composed of dozens of synthetic chemicals. Nearly 95 percent of those chemicals are petroleum-based, cancer-causing toxins. When looking at scented products, go for those with essential oils or natural botanical ingredients rather than traditional fragrance compounds.

Source: BottomLineInc.

Cold remedy - Are you a fan of natural methods of healing as opposed to medication? Try taking elderberry syrup, which is a natural immune system-booster and a great cold remedy. You can take a teaspoon of syrup every morning, add a few drops of elderberry extract to water or juice, or drink elderberry tea. The syrup, extract and teas can be found at health food stores.

Source: LifeHack.org

Is it strep throat? - A lot of illnesses are going around right now, especially strep throat. How do you know if your child has strep or just a cold? Typically, strep throat will present with sore throat, fever and swollen tonsils. It does not usually cause a cough or runny nose. So, if a sore throat is accompanied by cough or runny nose, it's probably just a cold.

Source: CDC.gov

Health and fitness classes - Witham Health Services offers several health and fitness classes for all ages and fitness levels. Classes include: Breastfeeding Education, Diabetes Management, Rock Steady Boxing, Silver Sneakers, Tai Chi and more. Some classes are free. For times and locations, visit witham.org or call 765-485-8120.

Support groups available - Witham Health Services offers a variety of support groups for those in need of the services. Groups include: Alzheimer's Support, Cancer Support, Cancer Gentle Stretch Yoga, Cancer Support Cooking for Wellness, Diabetic Support and Grief Support. The groups are free and meet monthly. For more, visit witham.org or call 765-485-8120.

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Duke Energy Indiana, LLC By: Melody Birmingham-Byrd, President

El Capitolio in Havana, Cuba. *(Photo by Don Knebel)*

Havana's symbolic capitol

Commentary by Don Knebel

TRAVEL

Visitors to Havana are often surprised to find a massive and familiar looking building in the heart of the city. Conflicting claims that the building is a replica of the United States Capitol and that it has no connection with the Capitol are both false.

In 1925, after a period of political instability and financial distress, during which the U.S. repeatedly intervened to protect its interests, General Gerardo Machado became president. Machado immediately set out to make Cuba the Switzerland of the Americas, attractive to visitors from around the world. As one of many public works projects he initiated, largely financed by American banks, Machado engaged Cuban architect Eugenio Rayneri Piedra, the first graduate of Notre Dame's School of Architecture, to design a home for the legislature to communicate a new image for Cuba.

To connote democracy and stability, Rayneri based the essential look and scale of the building on the U.S. Capitol. To connote European sophistication, he copied the dome of the Paris Pantheon. Other design elements were adopted from Cuban colonial buildings. An estimated 5,000 laborers completed the 681-by-300-foot building, named El Capitolio, in just more than three years. The elegant interior included the third-largest indoor statue in the world and a 25-carat diamond marking the center of the Cuban coordinate system. The Cuban legislature began meeting in its new home Feb. 24, 1931.

When the revolutionary government of Fidel Castro gained control of Cuba in 1959, it abolished the legislature. El Capitolio became the home of the Ministry of Science, Technology and the Environment. In 2013, Raúl Castro authorized an extensive renovation of a badly deteriorating El Capitolio to become home in 2018 to the Cuban National Assembly, established in 1976.

Don Knebel is a local resident who works for Barnes & Thornburg LLP. For the full column visit donknebel.com. You may contact him at news@currentzionsville.com.

Love is in the air

Commentary by Curtis Honeycutt

GRAMMAR GUY

Did I say "love?" I totally meant to say "a snowboarder." I love any and every competition in both the Summer and Winter Olympiads. So from bobsleds to the event where they cross-country ski and shoot a gun, today I'm going to use the Winter Games to clear the air, so to speak, on a few similar sounding words: air, heir and err.

The most common of this group of homophones is air. As a noun, air most commonly refers to the combination of gases we breathe in Earth's atmosphere. So when Shaun White elevates far above the halfpipe, snowboarding aficionados say he gets "big air." As a verb, air means to let out or to broadcast. Even though it happened last night, I can't wait to watch NBC's re-airing of the Nigerian women's bobsled team zooming down the track.

You know what they say about the biathlon: it's the Nordic sport of kings. OK, they never actually said that, but go with me on this one. This winter sport combines cross-country skiing and rifle shooting. In a winter biathlon gone terribly wrong, it's possible the king of Norway could have a freak ski-and-rifle incident, leaving his heir to take the throne afterward. Heir is the person who inherits titles, land or property following another's death.

You've probably heard the saying that goes "to err is human; to forgive, divine." When Alexander Pope wrote this he had probably never seen the skeleton competition in the Winter Olympics. If anyone errs in this 80 mph dance with death, his skeleton gets shattered and his nation will never forgive him. In this case, err means to go astray or be mistaken.

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Curtis Honeycutt is a freelance humor writer. Have a grammar question? Connect with him on Twitter @curtishoneycutt or at curtishoneycutt.com.

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DISPATCHES

Burnt throat soother - If you ate something too hot and burned the back of your throat, here's a quick soother. Two tablespoons of olive oil will coat the burn and make it feel better. If you prefer sweet, try a tablespoon of honey instead.

Source: HouseholdMagicDailyTips.com

Control dandruff - Aspirin can take care of pesky dandruff flakes. The salicylic acid in aspirin is used in medicated shampoos specifically created to control dandruff. Crush two uncoated aspirins into a powder and combine with a tablespoon of shampoo.

Quick battery fix - If you're stranded with a dead car battery, you can drop two aspirin pills into the battery cells to jump-start the charging. The sulfuric acid in the battery mixes with acetylsalicylic acid (aspirin) to create one charge. It will be enough to rev up your engine and get you to the nearest service station.

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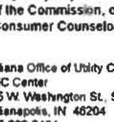

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