August 8, 2012

Via Electronic Filing – 30 Day Filings - Gas
Brenda A. Howe
Secretary to the Commission
Indiana Utility Regulatory Commission
101 West Washington Street
Suite 1500 East
Indianapolis, Indiana 46204

RE: NIPSCO 30 Day Filing Pursuant to 170 IAC 1-6-1 et seq.

Dear Ms. Howe:

In accordance with 170 IAC 1-6-1, enclosed please find revised natural gas tariff sheets relating to the Gas Alternative Regulatory Program (“Gas ARP”) approved in Cause No. 44081 and other general administrative tariff revisions. As shown in the attached Summary of Tariff Changes, the proposed revisions are all either clarifying in nature (as they relate to the Gas ARP tariff sheets) or “clean-up” in nature (as they relate to various other tariff sheets). These tariff revisions are administrative in nature and will have no material impact on customers receiving natural gas service under NIPSCO’s IURC Gas Service Tariff, Original Volume No. 7. The revisions are shown in the attached redlined tariff sheet.

170 IAC 1-6-3(3) states that changes to rules and regulations of the utility are an allowable type of filing. Thus, this filing is an allowable request under 170 IAC 1-6-3. This filing does not require confidential treatment nor does it seek any other relief identified in 170 IAC 1-6-4, so it is not prohibited under the Commission’s Rule.

In accordance with 170 IAC 1-6-5(2), contact information for the utility regarding this filing is:

Michael J. Martin
Director, Regulatory Policy
Northern Indiana Public Service Company
101 West Ohio Street, Suite 1707
Indianapolis, Indiana 46204
317-684-4909 (Direct)
317-684-4918 (Fax)
mjmartin@nisource.com

In accordance with 170 IAC 1-6-5(3), the proposed tariff sheets are attached. There are no workpapers necessary to support this filing as required in 170 IAC 1-6-5(4).
In accordance with 170 IAC 1-6-5(5), Michael J. Martin has verified this letter as to these representations in compliance with 170 IAC 1-6-5(5). A copy of this filing is being provided via electronic mail to the Indiana Office of Utility Consumer Counselor.

In accordance with 170 IAC 1-6-6, NIPSCO provided notice to its customers in Lake County on August 4, 2012. A copy of the notice that was published is attached hereto. A copy of the proof of publication will be provided upon its receipt. NIPSCO has posted notice of this change in its local customer service office at 3229 Broadway, Gary, Indiana and has placed the notice on its website under pending tariffs (see http://www.nipsco.com/About-us/Rates-Tariffs/30-Day-Filings.aspx).

Please let me know if the Commission Staff has any questions or concerns about this submission.

Sincerely,

Michael J. Martin
Director, Regulatory Policy

Encl.

cc (w/ encl. – via email transmission)
A. David Stippler, Indiana Office of Utility Consumer Counselor
(dstippler@oucc.in.gov, infomgt@oucc.in.gov)
Summary of Tariff Changes

Changes Related to the Cause No. 44081

- Sheet No. 2 - Deleted Rider 442 from the Table of Contents.
- Sheet No. 88-91 - Deleted Rider 442 which is a redundant service offering with Rider 442A. Rider 442 is the non-ARP rate so it can be eliminated as it is unnecessary.
- Sheet No. 92 - Corrected language in to whom available so that Rider 442A is available to any customer on a Transportation Rate Schedule or Rider, and removed reference to Rider 442.
- Sheet No. 121 - Corrected language in to whom available to delete references to FDTS and FTS rates since these rates have been removed as a service offering.
- Sheet No. 124 - Corrected language in to whom available to delete references to FDTS and FTS rates since these rates have been removed as a service offering.
- Sheet No. 131 - Removed language about accounts not being delinquent to be eligible for this service in the to whom available section. This is to prevent situations where customers are bouncing back and forth between Dependabill and GCA service. Corrected monthly fixed gas bill amount items. Deleted Take or Pay and FERC Order 636 surcharges as they are no longer applicable. Added GCA Demand Variance for all fixed bill customers.
- Sheet No. 138 - Removed language about accounts not being delinquent to be eligible for this service in the to whom available section. This is to prevent situations where customers are bouncing back and forth between Choice and GCA service.
- Sheet No. 140 - Deleted language that delinquent customer shall revert to Company's sales service as this is not current billing practice.
- Sheet No. 142 - Removed language about accounts not being delinquent to be eligible for this service in the to whom available section. This is to prevent situations where customers are bouncing back and forth between PPS and GCA service.
- Sheet No. 151 - Deleted Rider 442. Added Rates 428, 430, and 438 to Rider 442A. Added Rates 428, and 438 to both Riders 431 and 450.

General Tariff Clean-up

- Sheet No. 8 - Fixed zone reference, Young America changed to Zone B.
- Sheet No. 58-60 - Corrected language so that language for Zones B, C, D, and E matches the language for Zone A and made pipeline charge language consistent with Rate 438.
- Sheet No. 79-80 - Corrected language so that language for Zones B, C, D, and E matches the language for Zone A.
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* Rural territory adjacent to each community is in same zone.
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.

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.

At the Company’s discretion, the Customer may be assessed the allocated pipeline 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.

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.
RATE 428
RATE FOR GAS SERVICE
LARGE TRANSPORTATION AND BALANCING SERVICE

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 in the Company's service territory, the daily overtake price 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 Midpoint Price.
RATE 428
RATE FOR GAS SERVICE
LARGE TRANSPORTATION AND BALANCING SERVICE

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, the daily nominated, overtake price shall be calculated as the daily price as in “Gas Daily” daily Mich Con City-gate Midpoint Price, plus 5 percent of the “Gas Daily” daily Mich Con 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.

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

Effective __/__/2012
RATE 438
RATE FOR GAS SERVICE
GENERAL TRANSPORTATION AND BALANCING SERVICE

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 in the Company’s service territory, the daily overtake price 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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RANGE 438
RATE FOR GAS SERVICE
GENERAL TRANSPORTATION AND BALANCING SERVICE

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, the daily nominated overtake price shall be calculated as the daily price as in “Gas Daily” daily Mich Con City-gate Midpoint Price, plus 5 percent of the “Gas Daily” daily Mich Con 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.

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

Effective __/__/2012
RESERVED FOR FUTURE USE

OPTIONAL STORAGE SERVICE RIDER

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.
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.

DEMAND FOR 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...
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's 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.

**RATES**

**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**
RESERVED FOR FUTURE USE

OPTIONAL STORAGE SERVICE RIDER

RATE (continued)

Withdrawal Charge (continued)

Between 8 cents and 11 cents per therm for all gas withdrawn during periods except when the Company is utilizing LNG.

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.
RIDER 442A
OPTIONAL STORAGE SERVICE RIDER

TO WHOM AVAILABLE

This Rider for Optional Storage Service is available to all Zones A, B, C, D and E Customers receiving service under any Transportation Rate Schedule or Rider, and, at the sole discretion of the Company, to suppliers and marketer aggregators utilizing Supplier Aggregation Service under Rate 445 (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 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 __/__/2012
RIDERS

GAS PARKING SERVICE (GPS) RIDER

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, 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 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 __/__/2012
RIDER 448
GAS LENDING SERVICE (GLS) RIDER

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, 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 __/__/2012

NIPSCO
TO WHOM AVAILABLE

Service under this Rate shall be available to Customers 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. GCA Commodity variances for first year Fixed Bill Customers,
4. GCA Demand variances for all Fixed Bill Customers,
5. Rate adjustments from either Rate Schedules 411, 415, 421, or 425 whichever is otherwise applicable,

Effective __/__/2012
TO WHOM AVAILABLE

This Rider is applicable to Rate Schedules 411, 415, 421, and 425 available to Customers that elect to have a qualified supplier other than the Company supply their natural gas requirements (Qualifying 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 therm 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 __/__/2012
RIDER 480
SUPPLIER CHOICE DELIVERY SERVICE (SCDS) RIDER

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.

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 __/__/2012
RIDER 481
PRICE PROTECTION SERVICE RIDER

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 gas cost adjustment to the 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 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 __/__/2012

NIPSCO
APPENDIX A
APPLICABLE RIDERS

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

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.

At the Company’s discretion, the Customer may be assessed the allocated pipeline 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.

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.

Effective __/__/2012
 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 in the Company’s service territory, the daily overtake price 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...
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.
NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Gas Service Tariff
Original Volume No. 7

RATE 438
RATE FOR GAS SERVICE
GENERAL TRANSPORTATION AND BALANCING SERVICE

No. 5 of 11 Sheets

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 in the Company’s service territory, the daily overtake price 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.

Effective __/__/2012
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, the daily nominated overtake price shall be calculated as the daily price as in “Gas Daily” daily Mich Con City-gate Midpoint Price, plus 5 percent of the “Gas Daily” daily Mich Con 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.

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
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RIDER 442A
OPTIONAL STORAGE SERVICE RIDER

TO WHOM AVAILABLE

This Rider for Optional Storage Service is available to all Zones A, B, C, D and E Customers receiving service under any Transportation Rate Schedule or Rider and, at the sole discretion of the Company, to suppliers and marketer aggregators utilizing Supplier Aggregation Service under Rate 445 (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 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.
RIDER 447
GAS PARKING SERVICE (GPS) RIDER

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, 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 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 __/__/2012
RIDERS 448
GAS LENDING SERVICE (GLS) RIDER

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, 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 __/__/2012
TO WHOM AVAILABLE

Service under this Rate shall be available to Customers 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. GCA Commodity variances for first year Fixed Bill Customers,
4. GCA Demand variances for all Fixed Bill Customers
5. Rate adjustments from either Rate Schedules 411, 415, 421, or 425 whichever is otherwise applicable,

Effective __/__/2012
RIDER 480

SUPPLIER CHOICE DELIVERY SERVICE (SCDS) RIDER

TO WHOM AVAILABLE

This Rider is applicable to Rate Schedules 411, 415, 421, and 425 available to Customers that elect to have a qualified supplier other than the Company supply their natural gas requirements (Qualifying 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.
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.

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 __/__/2012
RIDER 481
PRICE PROTECTION SERVICE RIDER

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 gas cost adjustment to the 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 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:
### APPENDIX A

#### APPLICABLE RIDERS

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Effective __/__/2012
Verified Statement of Northern Indiana Public Service Company
Concerning Notification of Customers Affected by August 6, 2012 30-Day Filing

Northern Indiana Public Service Company complied with the Notice Requirements under 170 IAC 1-6-6 in the following manner:

- The attached notice was posted in a public place at NIPSCO’s customer service office at 3229 Broadway, Gary, Indiana;

- The same notice was posted on NIPSCO’s website under 30-Day Filings (see http://www.nipsco.com/About-us/Rates-Tariffs/30-Day-Filings.aspx).

- A legal notice was published in the Post Tribune, a newspaper of general circulation that has a circulation encompassing the highest number of the utility’s customers affected by the filing, on August 4, 2012. A copy of the Publisher’s Affidavit will be submitted promptly upon receipt; and

- I affirm under penalties for perjury that the foregoing representations are true to the best of my knowledge, information and belief.

Dated this 6th day of August, 2012.

Michael J. Martin
Director, Regulatory & Governmental Policy
NOTICE OF 30-DAY FILING

On or about August 6, 2012, Northern Indiana Public Service Company ("NIPSCO") will submit to the Indiana Utility Regulatory Commission for approval under its 30-Day Filing procedures, 170 IAC 1-6-1, et seq. revised natural gas tariffs that were approved in Cause No. 44081 and other general administrative tariff revisions. These tariff revisions are administrative in nature and will have no material impact on customers receiving natural gas service under NIPSCO’s IURC Gas Service Tariff, Original Volume No. 7. A decision on the 30-Day Filing is anticipated at least thirty days after the August 6, 2012 filing date. Any objection to the filing should be directed to (a) the Secretary of the Indiana Utility Regulatory Commission, PNC Center, 101 West Washington Street, Suite 1500 East, Indianapolis, IN 46204 or (b) the Indiana Office of Utility Consumer Counselor, PNC Center, 101 West Washington Street, Suite 1500 South, Indianapolis, IN 46204.