

CONFIDENTIAL
EXHIBIT NO. I&M-1

Exhibit No. I&M-1

IURC
PETITIONER'S
EXHIBIT NO. 10-11-18
DATE AE REPORTER

INDIANA MICHIGAN POWER COMPANY

CAUSE NO.

PRE-FILED VERIFIED DIRECT TESTIMONY

OF

BRYAN S. OWENS

**PRE-FILED VERIFIED DIRECT TESTIMONY OF BRYAN S. OWENS
ON BEHALF OF
INDIANA MICHIGAN POWER COMPANY**

1 **Q. Please state your name and business address.**

2 A. My name is Bryan S. Owens and my business address is Indiana Michigan Power
3 Center, P.O. Box 60, Fort Wayne, Indiana 46801.

4 **Q. By whom are you employed and in what capacity?**

5 A. I am employed by Indiana Michigan Power Company (I&M or Company) as a
6 Regulatory Analysis & Case Manager in the Regulatory Services Department.

7 **Q. Please describe your educational and professional experience.**

8 A. I graduated from the University of Missouri, Kansas City in 1996 with a Bachelor
9 of Liberal Arts degree and in 1998 with a Bachelor of Science degree in
10 Accounting. In May 2003, I earned a Certified Public Accountant (CPA)
11 certificate in Missouri. In July 2010, I obtained a Colorado CPA license (0028436
12 – Inactive) and in May 2018, I obtained an Indiana CPA license (CP11800151).

13 I began my professional career in 1998, when I joined the accounting firm of
14 KMPG, LLP. I was employed at KMPG from August 1998 to July 2001, as a
15 senior auditor and senior tax specialist performing financial statement audits and
16 preparing federal and state tax returns for individuals and corporations. From
17 July 2001 to June 2004, I was employed by Overland Consulting, Inc., in
18 Overland Park, Kansas as a senior consultant performing audits of utility FERC
19 financial statements as part of general rate case reviews before the California
20 Public Utilities Commission. From June 2004 to July 2008, I was employed by

1 Aquila, Inc., in Kansas City, Missouri, as a senior regulatory analyst preparing
2 rate case filings and managing compliance filings for several state jurisdictions
3 including Missouri, Kansas and Colorado. In July 2008, Aquila, Inc. was acquired
4 by Black Hills Corporation and Great Plains Energy, Inc. I joined Kansas City
5 Power and Light (a wholly owned subsidiary of Great Plains Energy, Inc.) before
6 joining Black Hills Corporation in December 2008. At Black Hills Corporation I
7 was Manager, Colorado Electric Regulatory Affairs. In that role, I had
8 responsibility for providing various financial analyses in support of utility
9 operations and managing regulatory filings for the electric utility operations of
10 Black Hills/Colorado Electric utility Company, LP.

11 In November 2014, I joined Empire District Electric Company (Empire) as
12 Assistant Director of Planning and Regulatory where I had responsibility for
13 providing various financial analyses in support of utility operations and managing
14 regulatory filings for the electric utility operations of Empire.

15 In May 2017, I joined Indiana Michigan Power Company and assumed my
16 current position as Regulatory Analysis & Case Manager.

17 **Q. What are your responsibilities as Regulatory Analysis & Case Manager?**

18 A. I am responsible for the preparation of regulatory filings and analyses.

19 **Q. Have you previously testified before any regulatory proceedings?**

20 A. Yes. I have submitted testimony on behalf of I&M before the Indiana Utility
21 Regulatory Commission ("Commission") in Cause No. 44331 ECR 5 (Federal
22 Mandate Rider) and before the Michigan Public Service Commission in Case No.

1 U-18243 (Renewable Energy and Cost Reconciliation), Case No. U-18263
2 (Energy Waste Reduction Plan), Case No. U-18353 (Voluntary Green Pricing
3 Program) and Case No. U-20107 (Credit A Tax).

4 I have also testified before the Arkansas Public Service Commission, the
5 Colorado Public Utilities Commission, the Kansas Corporation Commission, the
6 Missouri Public Service Commission, and the Oklahoma Corporation
7 Commission.

8 **Q. What is the purpose of your testimony in this proceeding?**

9 A. The purpose of my testimony in this proceeding is to generally describe the
10 Fourth Amendment to the Contract for Electric Service Between Steel Dynamics,
11 Inc. (SDI or Customer) and I&M (Fourth Amendment) and why it should be
12 approved. The Contract for Electric Service between SDI and I&M was approved
13 by the Commission in Cause No. 44256 and amended in Cause Nos. 44530,
14 44655, and 44975 (Amended Contract). In addition, I will describe the fixed cost
15 analysis demonstrating that the Amended Contract and Fourth Amendment are
16 fully cost justified on an incremental cost-of-service basis and reflect the total
17 incremental cost incurred by I&M in serving SDI.

18 **Q. Are you sponsoring any attachments in this proceeding?**

19 A. Yes. I am sponsoring the following attachments:

- 20 • Attachment BSO-1 (CONFIDENTIAL) – Fourth Amendment.
- 21 • Attachment BSO-2 (CONFIDENTIAL) – Amended Contract for Electric Service
- 22 • Attachment BSO-3 (CONFIDENTIAL) – Fixed Cost Analysis.
- 23 • Attachment BSO-4 – Public version of Fourth Amendment

- 1 • Attachment BSO-5 - Public version of Amended Contract for Electric Service
- 2 • Attachment BSO-6 - Public version of Fixed Cost Analysis

3 **Q. What did you do to prepare to testify for this proceeding?**

4 A. I generally reviewed the Amended Contract, participated with I&M personnel in
5 the arm's-length negotiations with the Customer, provided technical information
6 in support of the negotiations, and supervised preparation of the Fourth
7 Amendment for endorsement by respective officers of the Company and
8 Customer.

9 **Q. What is the current electric service arrangement with SDI?**

10 A. I&M currently serves SDI, which operates a steel mill near Butler, Indiana,
11 pursuant to the terms of a contract approved on December 27, 2012, in Cause
12 No. 44256 (44256 Order). Subsequently, the Commission has issued orders
13 approving a First Amendment in Cause No. 44530, a Second Amendment in
14 Cause No. 44655, and the most recent Third Amendment in Cause No. 44975.
15 The Amended Contract provided as Attachment BSO-2 (CONFIDENTIAL)
16 includes the Contract approved in Cause No. 44256 and the First, Second, and
17 Third Amendments.

18 **Q. Please generally describe the proposed Fourth Amendment as it pertains**
19 **to the Amended Contract.**

20 A. The Fourth Amendment extends for two additional years, January 1, 2019
21 through December 31, 2020, and makes certain modifications to, the Amended
22 Contract's terms and conditions. The terms and conditions of the Fourth
23 Amendment, including rates, were negotiated at arm's-length by I&M and SDI.

1 **Q. What effective date is requested for the Fourth Amendment?**

2 A. The Company and Customer request an effective date for the Fourth
3 Amendment of January 1, 2019 for service to be billed in early February 2019.
4 To the extent that this proposed effective date requires the Commission to
5 process I&M's Petition in this Cause on an expedited basis, the Company
6 respectfully requests that the Commission do so.

7 **Q. Will the provision of electric service to SDI under the Amended Contract**
8 **and Fourth Amendment adversely affect the provision of service to other**
9 **retail customers served by I&M?**

10 A. No. I&M is able to provide the electric service requirements of SDI's Butler
11 facility under the Amended Contract and Fourth Amendment without adversely
12 affecting the provision of service to other retail customers. I&M will continue to
13 have sufficient resources to meet the electric service requirements of its
14 customers.

15 **Q. Will the provision of electric service to SDI under the Amended Contract**
16 **and Fourth Amendment benefit the parties to the Fourth Amendment and**
17 **other retail customers served by I&M?**

18 A. Yes. Approval of the Fourth Amendment will benefit the parties to the
19 agreement, as well as all of I&M's other customers, and is in the public interest
20 for a number of reasons including, but not limited to, encouraging and
21 maintaining the economic development of the State of Indiana. The Fourth
22 Amendment will provide for rates and terms and conditions that produce

1 revenues that will continue to cover the variable costs of serving the SDI
2 facilities, while also contributing to the recovery of I&M's fixed costs. Under
3 these circumstances, I&M's other retail customers will benefit from the approval
4 of the Fourth Amendment through the contribution to fixed costs and cannot be
5 adversely affected since the rates will exceed the total variable cost of serving
6 SDI. I&M's customers will also benefit from the substantial demand response
7 resource associated with SDI's non-firm load as well as the continued economic
8 opportunity provided by SDI in northeast Indiana.

9 **Q. Please describe the analysis provided as Attachment BSO-3**
10 **(CONFIDENTIAL).**

11 A. The fixed cost analysis shown in Attachment BSO-3 (CONFIDENTIAL)
12 demonstrates that the revenues the Company will receive under the Amended
13 Contract and Fourth Amendment will continue to cover the full variable costs of
14 serving SDI based upon I&M's current rates, plus provide a contribution to the
15 recovery of I&M's fixed costs. Therefore, the Contract is fully cost justified on an
16 incremental cost-of-service basis and reflects the total incremental cost incurred
17 by I&M in serving SDI.

18 **Q. Will the Company continue to recognize investment recovered from SDI in**
19 **any incremental investment rate adjustment mechanisms?**

20 A. Yes. The Company will continue to reflect appropriate credits for any
21 incremental recovery from SDI in its incremental investment rate adjustment
22 (Rider) mechanisms, as directed by the Commission in Cause No. 44256.

1 **Q.** Does the provision of electric service to SDI under the Amended Contract
2 and Fourth Amendment consider the effects of the 2017 Tax Cuts and Jobs
3 Act (TCJA)?


4 **A.** Yes. The negotiated rates include consideration of the impacts of the TCJA.

5 **Q.** Does this conclude your pre-filed verified direct testimony?

6 **A.** Yes.

VERIFICATION

I, Bryan S. Owens, Regulatory Analysis & Case Manager for Indiana Michigan Power Company (I&M), affirms under penalties of perjury that the foregoing representations are true and correct to the best of my knowledge, information and belief.


Bryan S. Owens

**FOURTH AMENDMENT TO THE
CONTRACT FOR ELECTRIC SERVICE
DATED SEPTEMBER 18, 2012
BETWEEN STEEL DYNAMICS, INC.
AND INDIANA MICHIGAN POWER COMPANY**

DATED MAY 23, 2018

Steel Dynamics, Inc.
4500 County Road 59
Butler, Indiana 46721

Indiana Michigan Power Company
Post Office Box 60
Indiana Michigan Power Center
Fort Wayne, Indiana 46801

**FOURTH AMENDMENT TO THE
CONTRACT FOR ELECTRIC SERVICE
BETWEEN STEEL DYNAMICS, INC.
AND INDIANA MICHIGAN POWER COMPANY**

THIS FOURTH AMENDMENT, made and entered into this 23rd day of May 2018, by and between **INDIANA MICHIGAN POWER COMPANY**, an Indiana corporation (the **Company**) and **STEEL DYNAMICS, INC.**, an Indiana corporation (the **Customer**),

WITNESSETH:

WHEREAS, the Company is a corporation organized and existing under the laws of the State of Indiana with its principal place of business at Fort Wayne, Indiana, and owns and operates facilities for the generation, transmission and distribution of electric power and energy in the State of Indiana; and

WHEREAS, the Customer is a corporation chartered and existing under the laws of the State of Indiana with its principal place of business at Fort Wayne, Indiana; and

WHEREAS, the Customer currently has existing facilities in the State of Indiana, located near Butler, Indiana (SDI Plant), which are served under a Contract for Electric Service dated September 18, 2012 as amended by a First Amendment dated September 2, 2014, a Second Amendment dated July 7, 2015, and a Third Amendment dated July 26, 2017 (Contract); and

WHEREAS, in recognition of the Customer's business needs, the Company is agreeable to providing energy for the total load of the SDI Plant under the terms and conditions contained herein; and

WHEREAS, the Company can provide the electrical requirements of the Customer under the provisions of this Fourth Amendment to the Contract without adversely affecting the adequacy or reliability of service to any of the Company's other customers; and

WHEREAS, the services the Company is to provide the Customer pursuant to this Contract will provide benefits to the Customer, the Company, the Company's other customers and the State of Indiana.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, and subject to the terms and conditions contained herein, the Parties hereby agree as follows:


- I. The Parties agree that the purpose of this Fourth Amendment is to exclusively provide for electric service for the total load at the SDI Plant, which includes and is limited to the currently identified load requirements of SDI, Iron Dynamics and any other subsidiaries or affiliates of SDI at the Butler, Indiana, facility.
- II. The Parties further agree that the Contract shall remain in full force and effect prior to the effective date of this Fourth Amendment, and thereafter shall remain in full force and effect subject to the modifications contained herein.
- III. The Parties agree to modify and supplement the Contract as set forth below:

D. **ARTICLE 9, RATES**, is amended by modifying Articles 9.1 and 9.3 as follows:

9.1 Except as otherwise specified in the Contract, the Customer agrees to pay the Company for all electric services supplied in accordance with the following provisions.

- A. The Monthly Service Charge [REDACTED]

B. The Energy Charge shall be the price per kWh of metered energy for the corresponding period as shown in the table below:

<u>Year</u>	<u>Energy Charge</u> (Mills/kWh)
2013	
2014	
2015	
2016	
2017	
2018	
2019	
2020	

9.3 All kWh will be subject to a fuel charge (FAC) which shall include both the basing point of fuel (currently \$0.015930 per kWh as established in Cause No. 44967) and the fuel adjustment as set in Commission fuel clause adjustment proceedings in Cause No. 38702, or successor docket(s).

H. ARTICLE 14, EFFECTIVE DATE AND TERM OF CONTRACT, is amended

by modifying Article 14.2 and establishing Article 14.4 as follows:

14.2 The terms of this Contract shall commence with the effective date of this Contract, as established under Article 14.1 herein. The terms of this Contract shall expire at midnight on December 31, 2020. Each Party may avail itself of its respective legal rights in effect at the time of the expiration of this Contract, including but not limited to, any right the Customer may have to contract for electric service with another electric supplier.

14.4 Upon the expiration of this Contract, the Parties agree to work collaboratively to continue fulfilling any PJM emergency mandatory load management reduction action obligations pursuant to commitments under the Company's Fixed Resource Requirement

Plan. Should the Customer no longer desire its interruptible capability to be included as a resource in the Company's Fixed Resource Requirement Plan, three (3) years' written notice prior to March 1 from the Customer to the Company is required to terminate such inclusion at the beginning of the fourth delivery year (June 1) after the notice is provided.

- IV. The effective date of this Fourth Amendment shall be the later of the day on which the Indiana Utility Regulatory Commission (Commission) approves this Fourth Amendment or January 1, 2019. In the event that the Commission approves this Fourth Amendment after January 1, 2019, the Parties agree to seek approval to implement all terms and conditions stipulated in this Fourth Amendment beginning January 1, 2019 on an interim basis pending Commission approval. In the event that the Commission does not ultimately approve this Fourth Amendment, the Company will bill the Customer for usage on and after January 1, 2019 under the applicable Commission-approved retail tariff until a new agreement is approved by the Commission and placed into effect.
- V. Except as otherwise specifically provided in this Fourth Amendment, all rates, terms and conditions, and the obligations of the Parties as set forth in the Contract, remain unchanged.
- VI. The Parties hereto recognize that this Fourth Amendment is subject to the jurisdiction of the Commission, and is also subject to such lawful action as any regulatory authority having jurisdiction shall take hereafter with respect thereto. The performance of any obligation of either Party hereto shall be

subject to the receipt from time to time as required of such authorizations, approvals or actions of regulatory authorities having jurisdiction as shall be required by law.

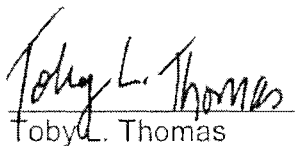
- VII. The Company and the Customer agree that this Fourth Amendment reflects the steps required to ensure adequate service to the Customer and that the Company will file this Fourth Amendment for approval by the Commission. This Fourth Amendment is expressly conditioned upon approval by the Commission without change or condition. In the event that the Commission does not so find or approve, then this Fourth Amendment shall not become effective, unless the Parties agree otherwise in writing, it being the intent of the Parties that such findings and approval, without change or condition, are prerequisite to the validity of this Fourth Amendment.
- VIII. The Parties agree to use their best efforts to seek and obtain the prompt approval of this Fourth Amendment by the Commission. Further, the Parties agree not to seek in any subsequent Commission or other proceeding an order that would modify or terminate the Contract, as amended.
- IX. The Parties expressly agree and understand that the Commission has exclusive jurisdiction over the rates and charges contained herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Fourth Amendment to
be duly executed the day and year first above written.

STEEL DYNAMICS, INC.

By 
Jordan Breiner
General Manager

INDIANA MICHIGAN POWER COMPANY

By 
Toby L. Thomas
President and Chief Operating Officer

by Mark Davis as authorized

**CONTRACT FOR ELECTRIC SERVICE
BETWEEN STEEL DYNAMICS, INC.
AND INDIANA MICHIGAN POWER COMPANY**

THIS CONTRACT, made and entered into this 18th day of Sept, 2012, by and between the **INDIANA MICHIGAN POWER COMPANY**, an Indiana corporation (the **Company**), and **STEEL DYNAMICS, INC.**, an Indiana corporation (the **Customer**),

WITNESSETH:

WHEREAS, the Company is a corporation organized and existing under the laws of the State of Indiana with its principal place of business at Fort Wayne, Indiana, and owns and operates facilities for the generation, transmission and distribution of electric power and energy in the State of Indiana; and

WHEREAS, the Customer is a corporation chartered and existing under the laws of the State of Indiana with its principal place of business at Fort Wayne, Indiana; and

WHEREAS, the Customer has existing facilities in the State of Indiana, located near Butler, Indiana (SDI Plant), have been served under a Contract for Electric Service (Contract) dated June 1, 1994, as amended; and

WHEREAS, economy and stability in the cost of electric service to the Customer were important factors in the Customer's decision concerning the location of the SDI Plant, the economics of which are heavily dependent upon the cost of electric service; and

WHEREAS, the Company can provide the electrical requirements of the Customer under the provisions of this Contract without adversely affecting the adequacy or reliability of service to any of the Company's other customers; and

WHEREAS, no generation will be constructed in anticipation of serving the Customer's interruptible load served under the provisions of this Contract; and

WHEREAS, the Customer normally operates the SDI Plant twenty-four hours a day, seven days a week, 52 weeks a year, and therefore the Customer is a large consumer of energy; and

WHEREAS, the Customer is served at transmission voltage and does not require any distribution voltage service; and

WHEREAS, the Company can provide the electrical requirements of the Customer under the provisions of this Contract without adversely affecting the adequacy or reliability of service to any of the Company's other customers; and

WHEREAS, the services the Company is to provide the Customer pursuant to this Contract will provide benefits to the Customer, the Company, the Company's other customers, and the State of Indiana.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, and subject to the terms and conditions contained herein, the Parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Whenever used herein, the following terms shall have the respective meanings set forth below, unless a different meaning is plainly required by the context:



- A. "AEP System" shall mean the integrated, interconnected electric system operated and owned by the operating company subsidiaries of American Electric Power Company, Inc.
- B. "AEP System Interconnection Agreement" shall mean the contractual arrangement or any successor thereto, by which the members of the AEP System share the costs of capacity to serve the customers of the AEP System Companies, as approved by the Federal Energy Regulatory Commission (FERC) or any successor regulatory body.
- C. "Annual Peak" shall mean the internal annual peak experienced by Indiana Michigan Power Company, and is the successor to "MLR" as defined in the AEP System Interconnection Agreement. Presently, regulation is being considered that will likely terminate the existing AEP System Interconnection Agreement on January 1, 2014. In the event that the AEP System Interconnection Agreement is indeed terminated, the "MLR" terminology will no longer be directly applicable and the term "Annual Peak" will be substituted in its place.
- D. "Commission" shall mean the Indiana Utility Regulatory Commission, the regulatory agency having jurisdiction over the retail electric service of the Company in Indiana, including the electric service covered by this Contract, or any successor thereto.
- E. "Contract" shall mean this Contract for Electric Service between the Company and the Customer, as the same may, from time to time, be amended. Said Contract is set forth in its entirety herein.
- F. "LMP" shall mean the hourly Real-Time Locational Marginal Price for the load zone which includes the Company's load, as established by PJM.

- G. "MLR" shall mean the Member Load Ratio, or any successor thereto, as defined in the AEP System Interconnection Agreement. Regulation is being considered that will likely terminate the existing AEP System Interconnection Agreement on January 1, 2014. In the event that the AEP System Interconnection Agreement is indeed terminated, the "MLR" terminology will no longer be directly applicable. The term "Annual Peak" will be substituted in the place of "MLR".
- H. "Parties" shall mean the Company and the Customer.
- I. "Party" shall mean either the Company or the Customer.
- J. "PJM" shall mean PJM Interconnection, LLC, the Company's regional transmission organization, or any successor thereto.
- K. "Tariff I.P." shall mean the Company's Industrial Power Tariff, or any successor thereto, approved by the Commission.
- L. "Noncompliance Rate" shall mean (a) three (3) times the Tariff I.P. Transmission Service Demand Charge, or if such bundled service tariff demand charge no longer exists, (b) [REDACTED] per kW.

1.2 Unless the context plainly indicates otherwise, words importing the singular number shall be deemed to include the plural number (and vice versa); terms such as "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Contract rather than any particular part of the same. Certain other definitions, as required, appear in subsequent parts of this Contract.

ARTICLE 2

DELIVERY POINT

2.1 Subject to the terms and conditions specified herein, the Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take and pay for, all of the electric energy of the character specified herein that shall be purchased by the Customer at its plant located near Butler, Indiana.

2.2 The Delivery Point for electric power and energy delivered hereunder shall be the 345 kV bus located within the 345 kV-34.5 kV substation, described in a separate Substation Facilities Agreement (Substation Agreement) dated June 1, 1994, between the Parties.

2.3 The Customer will provide any substation and transformation equipment and any other facilities required to take delivery of the electric service to be taken hereunder, subject to the Substation Agreement, at the voltage and at the Delivery Point designated herein.

ARTICLE 3

DELIVERY

3.1 The electric energy delivered hereunder shall be 3-phase alternating current having a frequency of approximately 60 cycles per second at approximately 345,000 volts and shall be delivered at the Delivery Point specified in Article 2.2. The said electric energy shall be delivered and maintained reasonably close to constant potential and frequency and it shall be measured by a meter or meters owned and installed by the Company and located on SDI's site.

3.2 Electric service hereunder will be provided over the Transmission Facilities described in the Transmission Facilities Agreement dated June 1, 1994 between the Company and the



Customer. The Transmission Facilities have capacity to transmit 500 megawatts of electric energy at 345,000 volts and comply in all material respects with standards observed by the Company with respect to other similar facilities and with all applicable laws, rules, regulations and orders. The Company makes no representation or warranty that the single-line design of the Transmission Facilities which has been selected by the Customer will have the reliability of the double line design proposed by the Company. If requested by the Customer, the Company will enter into good faith negotiations to provide Additional Facilities in accordance with Section 3.01 of the Transmission Facilities Agreement.

3.3 The Company will maintain, and replace all necessary components of, the Transmission Facilities in accordance with the maintenance and replacement standards observed by the Company with respect to its extra high voltage transmission system. Customer agrees that it will pay to Company all reasonable direct and indirect costs incurred by Company for such maintenance and replacement, including all overhead costs which are determined on the basis of a percentage factor in accordance with the Company's standard practice, minus a reasonable allocation of these costs to the Transmission Facilities that directly connect other customers of the Company. Customer shall pay such costs incurred by the Company within thirty (30) days of receipt of a bill. If the Customer disputes the accuracy of such bill, the Customer shall make timely payment of the bill and the Customer and the Company shall use their best efforts to resolve the dispute and the Company shall return any adjustment to the bill within thirty (30) days of resolution. The existence of a dispute as to any such bill shall not relieve either Party of compliance with the terms of this Contract.

3.4 The Company will retain all ownership rights with respect to the Transmission Facilities. The Company will not allow service to other customers connected directly to the

Transmission Facilities to impair service to the Customer. Upon termination of the Contract, the Customer will have the right to receive service over the Transmission Facilities in accordance with the rates, terms and conditions established by a regulatory authority having jurisdiction over the transaction.

ARTICLE 4

CAPACITY RESERVATION

4.1 The Total Capacity Reservation contracted for by the Customer is fixed at [REDACTED] MW. The Total Capacity Reservation shall not exceed the capacity of the Transmission Facilities as specified in Article 3.2 of the Contract.

4.2 The Firm Service Capacity Reservation shall be fixed at [REDACTED] MW.

4.3 The Fixed Price (FP) Interruptible Service Capacity Reservation shall be equal to the Total Capacity Reservation less the Firm Service Capacity Reservation.

4.4 The Customer's Metered Demand, as defined in Article 8.1, shall not exceed the Total Capacity Reservation.

4.5 The Company shall not be required to supply capacity in excess of that contracted for.

4.6 The Total Capacity Reservation, Firm Service Capacity Reservation and Fixed Price Interruptible Service Capacity Reservation shall apply for the Term of Contract as specified in Article 14.



ARTICLE 5

ON-PEAK AND OFF-PEAK PERIODS

5.1 The On-Peak Period shall be defined as 7:00 A.M. to 11:00 P.M., Eastern Daylight Time (Eastern Standard Time observing Daylight Savings), for all weekdays, Monday through Friday excluding the legal holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any such holiday occurs on a Sunday, then the following Monday shall be considered as the holiday for the purposes of this Article.

5.2 The Off-Peak Period shall be defined as 11:00 P.M. to 7:00 A.M., Eastern Daylight Time (Eastern Standard Time observing Daylight Savings), for all weekdays, Monday through Friday and all hours of Saturday, Sunday and the legal holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any such holiday occurs on a Sunday, then the following Monday shall be considered as the holiday for the purposes of this Article.

5.3 "Season" shall mean the applicable three-month period of December, January and February; March, April and May; June, July and August; or September, October and November.

ARTICLE 6

INTERRUPTIBILITY OF SERVICE

6.1 The Company reserves the right to interrupt Fixed Price Interruptible Service to the Customer at any time and for such period of time that, in the Company's sole judgment, an emergency condition exists on the AEP System pursuant to the AEP System Emergency Operating Plan, for system integrity purposes, for emergency sales to other utilities, or a PJM emergency

mandatory load management reduction action has been issued by PJM for the load zone which includes the Company's load.

6.2 If the Customer fails to interrupt load as requested by the Company pursuant to Article 6.1, the Company shall bill the uninterrupted demand at the Noncompliance Rate. Uninterrupted demand shall be determined during each requested interruption period and shall be defined as 15-minute integrated metered demand in excess of the Firm Service Capacity Reservation as specified in Article 4.2.

6.3 The Company reserves the right to interrupt service to the Customer at any time and for such period of time that, in the Company's sole judgment, such interruption is required for MLR purposes. MLR purposes shall be defined as for the purposes of avoiding higher settlement payments under the AEP System Interconnection Agreement. Such interruptions shall be designated as Interruptions for MLR Purposes.

6.4 If the Customer fails to interrupt load as requested by the Company under the provisions of Article 6.3, the Company shall bill the uninterrupted demand at a rate equal to [REDACTED] the Noncompliance Rate. Uninterrupted demand shall be determined during each requested Interruption for MLR Purposes and shall be defined as metered demand in excess of the Non-Peak Interruptible Demand. Non-Peak Interruptible Demand is the demand not subject to Interruption for MLR Purposes and shall be defined as the Total Capacity Reservation less [REDACTED] MW.

6.5 For those hours when the Company requests an Interruption for MLR Purposes pursuant to Article 6.3 and the Customer fully complies with such request, the hours of Interruption for MLR Purposes shall be credited toward the hours of interruption as specified in Article 6.6 for the applicable calendar year. For each hour of Interruption for MLR Purposes, the credit shall be

calculated as the quotient of the MLR Demand Reduction and the Fixed Price Interruptible Service Capacity Reservation as specified in Article 4.3. The MLR Demand Reduction shall be the difference between the Previous Maximum Demand, as defined in Article 8.3, and the average of the four (4) 15-minute integrated demands in kW for that hour. In no event shall the calculated MLR Demand Reduction be greater than [REDACTED] MW.

6.6 The Company reserves the right to interrupt, in its sole discretion, Fixed Price Interruptible Service to the Customer at any time. Such interruptions shall be designated as Discretionary Interruptions and shall not exceed the number of hours of interruption specified in the table below during any calendar year:

<u>Year</u>	<u>Hours of Interruption</u>
2013	[REDACTED]
2014	[REDACTED]

Interruptions pursuant to Article 6.1 shall not count toward the hours of interruption specified in the table set forth above.

6.7 When the Company calls for a Discretionary Interruption, the Company may provide to the Customer, if available, the option of avoiding the Discretionary Interruption by the Customer promptly agreeing, upon notification, to pay the hourly price quoted by the Company. The hourly price quoted by the Company shall include the hourly market price, determined solely by the Company, and all applicable hourly transmission-related charges from the Company's transmission provider.

6.8 If the Company calls for a Discretionary Interruption and the Customer fails to interrupt load or avoid the Discretionary Interruption under Article 6.7, the Customer shall pay for

the entire uninterrupted energy for the duration of the requested Discretionary Interruption at [REDACTED] times the quoted Discretionary Interruption price as defined in Article 6.7.

6.9 Once in any calendar year, the Company may, upon three (3) days' written notice to SDI, advance [REDACTED] of Interruption from the subsequent calendar year into the current calendar year. In no event shall the hours of interruption exceed [REDACTED] in any calendar year.

6.10 The Company will endeavor to provide the Customer as much advance notice as possible of interruptions pursuant to Articles 6.1, 6.3 and 6.6. However, the Customer shall interrupt load within [REDACTED] if so requested. Such notice shall identify the type of interruption called for and the estimated duration of the interruption, if possible.

6.11 All required telemetering and communications equipment shall be paid for by the Customer and shall be owned and maintained by the Company. Such equipment shall be provided pursuant to the Transmission Facilities Agreement.

6.12 No responsibility or liability of any kind shall attach to or be incurred by the Company for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, an interruption of service under this Article or any other Article of this Contract.

6.13 The Company may ask Customer for, or Customer may offer to Company, additional hours of non-emergency interruptions to supplement the Hours of Interruption listed in Article 6.6, which Customer and Company, respectively, can either grant or deny at its discretion (Supplemental Interruptions). Company and Customer will mutually agree upon the amount of kWh to be curtailed, the starting and ending time of the curtailment and price per kWh to be paid by the Company for such curtailed kWh.

ARTICLE 7

POWER FACTOR PROVISION

7.1 Average Monthly Power Factor shall be calculated by the following formula:

$$\frac{\text{Monthly Energy}}{\sqrt{(\text{Monthly Energy}^2 + \text{Monthly Reactive Energy}^2)}}$$

7.2 Monthly Energy shall be measured as the total kWh registered by an energy meter during the month.

7.3 Monthly Reactive Energy shall be measured as the total RKVAH registered by leading and lagging reactive energy meters during the month.

7.4 The Customer agrees to maintain a minimum Average Monthly Power Factor of [REDACTED] leading or lagging.

7.5 Should the Customer's Average Monthly Power Factor be less than [REDACTED] the Company shall charge the customer [REDACTED] for Excess kVA, unless otherwise mutually agreed by the Parties.

ARTICLE 8

DETERMINATION OF MONTHLY BILLING DETERMINANTS

8.1 Metered Demand shall be measured as the single highest 15-minute integrated peak in kW, as registered by an integrating demand meter or meters during each calendar month.

8.2 Standard Demand shall be defined as the Metered Demand excluding any Excess Demand taken under the provisions of Article 23.

8.3 Previous Maximum Demand shall be defined as the highest Standard Demand during the previous twelve (12) consecutive months.


8.4 Non-Firm Metered Energy shall be measured each 15-minute interval of the calendar month as the total kWh registered by an energy meter or meters less the quotient of the Firm Service Capacity Reservation and four (4). In no event shall the Non-Firm Metered Energy be less than zero (0).

8.5 Hourly Discretionary Energy shall be equal to the sum of the Non-Firm Metered Energy for each 15-minute interval during hours of Discretionary Interruption as defined in Article 6.6. Total Discretionary Energy shall be equal to the sum of the Hourly Discretionary Energy for all hours of Discretionary Interruption for the calendar month.

8.6 Fixed Price Metered Energy shall be equal to the Monthly Energy as defined in Article 7.2 less any Total Discretionary Energy and Excess On Peak Energy as defined in Article 23.3.

8.7 Monthly Standard Energy shall be equal to the Fixed Price Metered Energy less any Excess Off Peak Energy as defined in Article 23.4. Annual Standard Energy shall be the sum of the Monthly Standard Energy for the calendar year.


8.8 Monthly Uniform Energy shall be equal to the sum of the Monthly Standard Energy and the Total Discretionary Energy. Seasonal Uniform Energy shall be the total of the Monthly Uniform Energy for the Season.

8.9 Excess kVA shall be equal to any positive difference between the Metered Demand divided by the Average Monthly Power Factor and the Metered Demand divided by 



ARTICLE 9

RATES

9.1 Except as otherwise specified in the Contract, the Customer agrees to pay the Company for all electric service supplied in accordance with the following provisions.

A. The Monthly Service Charge shall be 

B. The Energy Charge shall be the price per kWh of metered energy for the corresponding period as shown in the table below:

<u>Year</u>	<u>Energy Charge</u> (Mills/kWh)
2013	
2014	

9.2 Appendix IV contains the format of the monthly bill and supplemental information.

9.3 All kWh will be subject to a fuel charge (FAC) which shall include both the basing point of fuel (currently \$0.011786 per kWh as established in Cause No. 43306) and the fuel cost adjustment as set in Commission fuel clause adjustment proceedings in Cause No. 38702, or successor docket(s).

9.4 Company may suspend Customer's rates for the length of time prescribed by the Commission with a finding by the Commission of an emergency under Ind. Code § 8-1-2-113. In addition, Company shall immediately provide written and oral notice of the suspension to Customer and during such suspension, Company will ensure that Customer purchases its power at the least expensive alternative price, whether that be pursuant to the then current Company tariff or otherwise.

9.5 In the event of a substantial and material increase in Company's actual costs other

than fuel-related costs, Company may terminate the Contract by providing three (3) months' written notice to Customer. Upon such notification, Company and Customer shall negotiate in good faith the terms and conditions of a new special contract or a service agreement under Company's generally available Tariffs applicable to Customer. Such cost increase must be greater than 30% in any one (1) year relative to the prior year or greater than 50% over Company's 2011 level of costs as calculated as follows:

1	Net Utility Plant	\$4,000,819,783
2 = (1 x 8%)	Carrying Charge	\$320,065,583
3	Utility Operating Expense	\$1,898,612,472
4 = (2+3)	Total Cost	\$2,218,678,055
5	Electric Energy (MWH)	42,678,821
6 = (4 / 5)	MWh Rate (\$/MWH)	\$51.985
7	Fuel Basing Point	\$11.786
8	Average Monthly Fuel Adjustment	\$4.975
9 = (6 - 7 - 8)	Actual Costs	\$35.224

Sources: Company FERC Form No. 1 and Commission approved Terms and Conditions of Service.

ARTICLE 10

NOTIFICATION BY COMPANY TO CUSTOMER OF HOURLY MARKET PRICES

10.1 The Company will endeavor to provide the Customer as much advance notice as possible of the hourly price quoted by the Company pursuant to Article 6.7. The Customer acknowledges that this information is considered proprietary by the Company and agrees that it will not disclose this information to any person, firm or other entity, other than employees of the Customer who need to know the information for carrying out their responsibilities associated with the SDI Plant, without the express, written consent of the Company.

ARTICLE 11

DETERMINATION OF MONTHLY BILL

- 11.1 The Monthly Bill shall be the sum of the following:
- A. The Monthly Service Charge as specified in Article 9.1.A;
 - B. The product of the Fixed Price Metered Energy as defined in Article 8.6 and the Energy Charge as specified in Article 9.1.B;
 - C. The sum of the product of any hourly prices quoted by the Company under the provisions of Article 6.7 and Hourly Discretionary Energy as defined in Article 8.5;
 - D. Any penalties specified in Article 6 resulting from the failure of the Customer to interrupt load when requested by the Company;
 - E. Any charges for failure to maintain a minimum Average Monthly Power Factor as specified in Article 7.5;
 - F. The product of the Excess Demand as defined in Article 23.2 and the Excess Demand Charge as defined in Article 23.5;
 - G. The product of the Excess On-Peak Energy as defined in Article 23.3 and the LMP;
 - H. Any charges and credits for On-Peak Excess Seasonal Uniform Energy included in the last monthly bill for the Season pursuant to Article 24; and

- I. The product of the Unused Energy, included in the last monthly bill for the calendar year pursuant to Article 12, and the Energy Charge as defined in Article 9.1.B; and
- J. Any applicable taxes or assessments. The current effective rate and the components of the total taxable billing are shown in Item ~~X~~⁵, page 4 of Appendix IV. 9/25/12
- K. The product of the Fixed Price Metered Energy as defined in Article 8.6 and the fuel charge as specified in Article 9.3.

ARTICLE 12

MINIMUM ANNUAL ENERGY

12.1 Initial Minimum Annual Energy shall be equal to the product of the annual maximum Standard Demand as defined in Article 8.2, the annual number of hours and a [REDACTED] load factor. Minimum Annual Energy shall be equal to Initial Minimum Annual Energy as adjusted according to the provisions of Articles 12.1 and 12.7. The Initial Minimum Annual Energy shall be determined on a calendar year basis. The annual number of hours used to determine the Initial Minimum Annual Energy will be adjusted to exclude those hours in which the Company has requested an interruption pursuant to Articles 6.1 and 6.6.

12.2 For good cause, such as a significant downturn in the steel industry, the Customer may temporarily reduce its demand for twenty-four (24) hours per day or reduce the number of days of Weekday operation each week, for a period of not less than [REDACTED] days. For reductions anticipated to

extend for greater than [REDACTED] days, Customer shall update Company no less frequently than every [REDACTED] days regarding Customers operational status and expectations.

12.3 The Customer may also temporarily reduce its demand due to a major equipment outage for a period of no less than [REDACTED] consecutive Weekdays.

12.4 For reasons other than a major equipment outage, the Customer may request a temporary reduction in the number of days of Weekday operation each week, for a period of less than [REDACTED] days, and the Company, in its sole discretion, may agree to such reduction.

12.5 Weekdays, as used in Articles 12.2, 12.3 and 12.4, shall be defined as Monday through Friday.

12.6 The Customer shall notify the Company no less than [REDACTED] business days prior to the commencement of any reduction pursuant to Articles 12.2, 12.3 or 12.4. Such notice shall specify the MW demand reduction requested and the dates of the reduction. The Company shall, in its sole discretion, approve, decline or otherwise condition requests for any reduction pursuant to Article 12.4 and notify the Customer of its decision within three (3) business days of the Company's receipt of the Customer's notice. If the Company does not notify the Customer of its decision within three (3) business days, then the Company shall be deemed to have approved the request.

12.7 For reductions for which the Customer has provided appropriate notice pursuant to Article 12.6 and Company approval, if required, has been received, the Initial Minimum Annual Energy shall be adjusted by an amount equal to the product of the MW demand reduction, the corresponding number of hours of reduction and a [REDACTED] load factor.

12.8 Unused Energy shall be equal to the difference between the Minimum Annual Energy and the Annual Standard Energy as defined in Article 8.7. In no event shall Unused Energy be less than zero (0).

ARTICLE 13

BILLING, PAYMENT AND RECORDS

13.1 All Monthly Bills under this Contract shall be due and payable by the later of the twelfth day of the billing month or five (5) business days after receipt of the bill. Monthly Bills shall be paid by wire transfer. If not paid by the due date specified above, there shall be added to the Customer's next Monthly Bill a Delayed Payment Charge calculated in accordance with Tariff I.P.

13.2 If the Customer disputes the accuracy of a Monthly Bill, timely payment of the Monthly Bill, as rendered, shall be made and the Parties shall use their best efforts to resolve the dispute and shall make such adjustment, if any, by credit or additional charge on the next Monthly Bill rendered. The existence of a dispute as to any Monthly Bill shall not relieve either Party of compliance with the terms of this Contract. Other than as required by law or regulatory action, Monthly Bill adjustments must be made within six (6) months of the rendering of the initial Monthly Bill.

13.3 If the Customer fails or refuses to pay the Monthly Bill rendered by the Company in accordance with the provisions of this Contract, the Company may, after fourteen (14) days' written notice, suspend the delivery of capacity and energy to the Customer until all Monthly Bills, together with the Delayed Payment Charge as computed under the provisions of Article 13.1, shall have been paid. Any such suspension of delivery of capacity and energy to the Customer for such non-payment

of a Monthly Bill shall not relieve the Customer from liability to continue the payment of the Monthly Minimum Charge hereunder and shall not terminate this Contract.

ARTICLE 14

EFFECTIVE DATE AND TERM OF CONTRACT

14.1 The effective date of this Contract shall be the later of January 1, 2013 or the date on which any and all applicable requirements shall have been complied with (including the expiration of any requisite period after filing) as to approval of, or filing with, the Commission.

14.2 The terms of this Contract shall commence with the effective date of this Contract, as established under Article 14.1 herein. The terms of this Contract shall expire at midnight on December 31, 2014. Each Party may avail itself of its respective legal rights in effect at the time of the expiration of this Contract, including but not limited to, any right the Customer may have to contract for electric service with another electric supplier.

14.3 In the event of the permanent closure or an extended outage occurs and is anticipated to last at least one (1) year of both units of the Cook Nuclear Plant, either Party may terminate the Contract by providing one (1) year's written notice to the other Party. In the event that the actual outage lasts less than one year, the Contract for Electric Service shall not terminate.

ARTICLE 15

SERVICE CONDITIONS

15.1 Each Party shall exercise reasonable care to design, construct, maintain and operate, or to cause to be designed, constructed, maintained and operated, their respective facilities in accordance with good engineering practices.

15.2 All wiring and other electrical equipment owned by the Customer shall be maintained by the Customer at all times in conformity with the requirements of the National Board of Fire Underwriters and other authorities having jurisdiction.

15.3 To the extent not specifically modified by this Contract, the Company's Terms and Conditions of Service, on file with the Commission, are incorporated herein by reference and made a part hereof. The Customer acknowledges receipt of the currently approved Terms and Conditions of Service. In the event of a conflict between the provisions of this Contract and the provisions of the Company's Terms and Conditions of Service, the provisions of this Contract shall control.

15.4 In addition to the interruptibility provisions set forth in Article 6, any service being provided under this Contract may be interrupted or reduced (a) by operation of equipment installed for power system protection, (b) after adequate notice to and consultation with the Customer for routine installation, maintenance, inspection, repairs, or replacement of equipment or (c) when, in the Company's sole judgment, such action is necessary to preserve the integrity of, or to prevent or limit any instability or material disturbance on, its electric system or an interconnected system. This Article 15.4 shall not apply to voltage flicker and harmonic distortions covered by Article 15.6.

15.5 The Company reserves the right to disconnect from its system the Customer's conductors or apparatus without notice when, in the exercise of reasonable care, the Company determines that it is necessary in the interest of preserving or protecting life and/or property.

15.6 The Customer agrees to comply with the voltage flicker and harmonic distortion conditions and requirements set forth in Appendix III, which are attached hereto and incorporated herein by reference. The Company reserves the right to immediately disconnect the Customer from the Company's system, without notice and without prejudice to any other remedies at law or in equity, when the Customer fails to comply with these conditions and requirements. This Section 15.6 shall be implemented through the Technical Services Committee as provided in Article 20.1.

15.7 The Customer's SDI Plant shall not be connected to any source of power other than the Delivery Point described in Article 2, without written notice and mutual agreement between the Parties.

15.8 The Company will have the right of access at the Delivery Point, at all reasonable times, for the purposes of reading meters or installing, maintaining, changing or removing any property it owns or for any other proper purpose required to carry out the provisions of this Contract.

15.9 In case of impaired or defective service, the Customer shall immediately give notice to the Company by telephone, confirming such notice in writing on the same day notice is given.

15.10 The Customer shall notify the Company in advance of any changes to be made to its SDI Plant that have the potential of materially affecting the Company's system.

15.11 The power supply provided under this Contract is bundled with network integration transmission service, including ancillary services, based upon the Total Capacity Reservation as specified in Article 4.

ARTICLE 16

METERING

16.1 Electric power and energy delivered under this Contract shall be measured by metering equipment owned, installed, operated and maintained by the Company.

16.2 Metering equipment provided under this Contract shall include electric meters, potential and current sources of electric meters and such other equipment as may be needed to provide for a record of kilowatt hours, kilovar hours and kilowatt and kilovar demands at the meter locations.

16.3 Any Party on whose property another Party's equipment is to be located under this Contract shall furnish suitable space without cost to the owning Party. All such equipment shall retain its character as personal property of the owner regardless of its method of attachment to any other property, and authorized representatives of the owner shall have access thereto at all reasonable times. Upon termination of this Contract, all such equipment shall be removed by its owner from the premises on which it is located.

16.4 The Company shall at all times have the right to inspect and test meters and, if found defective, to repair or replace them at its option. Meters shall be tested periodically in accordance with the Rules and Standards of Service prescribed by the Commission. At the Customer's request, the Company shall inspect and test such meters once each calendar year, at the expense of the Company. If the Customer shall request a test of such meters more frequently than once each calendar year, the Customer shall bear the expense of such additional test, except that if the meters are found to be inaccurate in excess of the standard prescribed by the Commission, the Company shall bear the expense of such test.

16.5 If any test of metering equipment discloses an inaccuracy exceeding one percent (1%) of the registered volume, the Customer's account shall be adjusted for the period, not exceeding a preceding period of twelve (12) months, in which such inaccuracy is estimated to have existed. Should any metering equipment fail to register, the amounts of energy and capacity delivered shall be estimated based upon use of energy and/or demand for power in a similar period of like use or other data available to the Company.

16.6 The Company shall repair and re-test or replace a defective meter within a reasonable time. During the time there is no meter in service, it shall be assumed that the power consumed is the same as the usage of the Customer during similar periods of the Customer's operations.

ARTICLE 17

REGULATORY AUTHORITIES

17.1 The Parties hereto recognize that this Contract is subject to the jurisdiction of the Commission, and is also subject to such lawful action as any regulatory authority having jurisdiction shall take hereafter with respect thereto. The performance of any obligation of either Party hereto shall be subject to the receipt from time to time as required of such authorizations, approvals or actions of regulatory authorities having jurisdiction as shall be required by law.

17.2 The Company and the Customer agree that this Contract reflects the steps required to insure adequate service to the Customer and that the Company will file this Contract for approval by the Commission. This Contract is expressly conditioned upon (a) a finding by the Commission that the rates herein are justified on a cost-of-service basis and reflect the total cost incurred by the

Company in serving the Customer, and (b) approval by the Commission of this Contract without change or condition. In the event that the Commission does not so find or approve, then this Contract shall not become effective, unless the Parties agree otherwise in writing, it being the intent of the Parties that such findings and approval, without change or condition, are prerequisite to the validity of this Contract.

17.3 The parties agree to use their best efforts to seek and obtain the prompt approval by the Commission of this Contract and any amendments. Further, the Parties agree not to seek in any subsequent Commission proceeding an order that would modify or terminate this Contract, as amended.

17.4 The Parties expressly agree and understand that the Commission has jurisdiction over the rates and charges contained herein.

ARTICLE 18

GENERAL

18.1 Any waiver at any time of any rights as to any default or other matter arising hereunder shall not be deemed a waiver as to any subsequent default or matter. Any delay, short of the statutory period of limitation, in asserting or enforcing any right hereunder shall not be deemed a waiver of such right.

18.2 In the event that any of the provisions, or portions thereof, of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

18.3 All terms and stipulations made or agreed to regarding the subject matter of this Contract are completely expressed and merged in this Contract, and no previous promises, representations or agreements made by the Company's or the Customer's officers or agents shall be binding on either Party unless contained herein.

18.4 The Parties recognize that other agreements regarding the transmission line and the substation constructed to serve the SDI Plant may be entered into by the Parties. Nothing in this Contract is intended to modify, alter, or otherwise affect the terms and conditions of such agreements.

18.5 Unless modified under Article 18.9, any notice given pursuant to this Contract shall be in writing, addressed as follows, and provided to the other Party either by mail or facsimile:

If to Customer: Glenn A. Pushis, Vice President & General Manager

Steel Dynamics, Inc.
Flat Roll Division
4500 County Road 59
Butler, Indiana 46721
Facsimile: (260) 868-8055

If to Company: Paul Chodak, III, President & Chief Operating Officer
Indiana Michigan Power Company
110 W. Wayne
Fort Wayne, Indiana 46801
Facsimile: (260) 408-3100

18.6 The rights and remedies granted under this Contract shall not be exclusive rights and remedies but shall be in addition to all other rights and remedies available at law or in equity.

18.7 The validity and meaning of this Contract shall be governed by the laws of the State of Indiana.

18.8 The Parties shall each employ good faith in the performance of their duties and obligations under the Contract, as amended.

18.9 The Technical Services Committee may agree in writing to modify the requirements of Article 18.5 so that notices required under Articles 6.1, 6.3, 6.6, 6.7, 6.10, 10.1, 22.2 and 22.3 may be provided verbally or electronically and given to designated representatives other than those identified in Article 18.5.

ARTICLE 19

ASSIGNMENT

19.1 This Contract shall inure to the benefit of and be binding upon the successors and assigns of the Parties.

19.2 This Contract shall not be assigned by either Party without the written consent of the other Party. Such consent shall not be unreasonably withheld.

19.3 Any assignment by one Party to this Contract shall not relieve that Party of its financial obligation hereunder unless the other Party to this Contract so consents in writing.

ARTICLE 20

TECHNICAL SERVICES COMMITTEE

20.1 The Parties agree to establish a Technical Services Committee of authorized representatives to coordinate the provision of electric service by the Company to the SDI Plant. Each Party shall appoint one person, along with one alternate, to serve as the representative of the Party on the Committee. The representative and the alternate shall be familiar with the terms of this Contract

and the facilities used in the furnishing of electric service to the SDI Plant. The Committee shall cooperate in good faith, as the occasion arises, to discuss and resolve operating matters arising under the provision of electric service under this Contract. The representatives on the Committee shall, from time to time, exchange information regarding the expected maintenance schedules of their facilities relevant to this Contract.

ARTICLE 21

LIABILITY

21.1 Neither the Company nor the Customer shall be liable to the other for damages caused by the interruption, suspension, reduction or curtailment of the delivery of electric energy hereunder due to, occasioned by or in consequence of, any of the following causes or contingencies, viz: acts of God, the elements, storms, hurricanes, tornadoes, cyclones, sleet, floods, backwaters caused by floods, lightning, earthquakes, landslides, washouts or other revulsions of nature, epidemics, accidents, fires, failures of facilities, collisions, explosions, strikes, lockouts, differences with workmen and other labor disturbances, vandalism, sabotage, riots, inability to secure cars, coal, fuel, or other materials, supplies or equipment from usual sources, breakage or failure of machinery, generating equipment, electrical lines or equipment, wars, insurrections, blockades, acts of the public enemy, arrests and restraints of rulers and people, civil disturbances, acts or restraints of federal, state or other governmental authorities, and any other causes or contingencies not within the control of the Party whose performance is interfered with, whether of the kind herein enumerated or otherwise. Settlement of strikes and lockouts shall be wholly within the discretion of the Party having the difficulty. Such causes or contingencies affecting performance shall not relieve the Company or

Customer of liability in the event of its concurring negligence or in the event of failure of either to use reasonable means to remedy the situation and remove the cause in an adequate manner and with reasonable dispatch, nor shall such causes, or contingencies of any thereof, relieve either from its obligation to pay amounts due hereunder.

21.2 The Company assumes no responsibility of any kind with respect to construction, maintenance or operation of the electric facilities or other property owned or controlled by the Customer and shall not be liable for any loss, injury (including death), damage to or destruction of property (including loss of use thereof) arising out of such installation, maintenance or operation or out of any use by the Customer or others, of said energy and/or capacity provided by the Company except to the extent such damage or injury shall be caused by the negligence or willful misconduct of the Company, its agents, or employees. The Customer shall provide and maintain suitable protective devices on its equipment to prevent any loss, injury or damage that might result from any irregularity, fluctuation or interruption of service. The Company shall not be liable for any loss, injury or damage which could have been prevented by the use of such protective devices.

21.3 To the extent permitted by law, the Customer shall protect, defend, indemnify, and hold harmless the Company from and against any losses, liabilities, costs, expenses, suits, actions, claims, and all other obligations and proceedings whatsoever, including, without limitation, all judgments rendered against and all fines and penalties imposed upon the Company, and any reasonable attorneys' fees and other costs of defense arising out of injuries to persons, including death, or damage to third-party property to the extent caused by, or occurring in connection with, any willful or negligent act or omission of the Customer, its employees, agents or contractors, or which are due to or arise out of defective electrical equipment belonging to the Customer. The Company

shall not be liable for any indirect, special, incidental or consequential damages, including loss of profits due to business interruptions or otherwise, in connection with this Contract. To the extent permitted by law, the Company shall protect, defend, indemnify, and hold harmless the Customer from and against any losses, liabilities, costs, expense, suits, actions, claims, and all other obligations whatsoever, including, without limitation, all judgments rendered against and all fines and penalties imposed upon the Customer, any reasonable attorneys' fees and other costs of defense arising out of injuries to persons, including death, or damages to third-party property, to the extent caused by or occurring in connection with any willful or negligent act or omission of the Company, its employees, agents or contractors.

21.4 No responsibility or liability of any kind shall attach to or be incurred by the Company for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, an interruption of this service.

21.5 Any indemnification of the Parties or any limitation of the Parties' liability which is made or granted under this Contract shall to the same extent apply to the Parties' directors, officers, employees and agents, and to the Parties' affiliated companies, including any directors, officers, employees and agents thereof.

ARTICLE 22

COORDINATION OF MAINTENANCE

22.1 The Customer will use its best efforts to coordinate and schedule its quarterly and annual routine plant maintenance outages with the Company.

22.2 At least five (5) business days before the beginning of each month, the Customer shall notify the Company of any maintenance outages planned for the month. Such notice shall include the starting and ending dates and times of the maintenance outages and the expected demand reduction in MW. To the extent possible and practical, and unless otherwise requested by the Company, maintenance outages shall be scheduled during weekdays, Monday through Friday.

22.3 The Company may request modifications to the maintenance schedule up to two (2) business days prior to the commencement of a maintenance outage. The Customer will modify the schedule unless such modification is not possible using the Customer's best efforts. If additional out-of-pocket costs would be incurred by the Customer to comply with the Company's request, the Customer shall notify the Company of such additional costs and the Company shall pay such additional costs if the Customer is then authorized by the Company to modify the maintenance schedule.

22.4 If the Company requests and receives modifications to the maintenance schedule during the months of June, July or August, then [REDACTED] for each day of the maintenance period shall count toward the hours of interruption specified in the table set forth in Article 6.6 for the applicable calendar year. For such maintenance periods where the Customer receives a credit toward the hours of interruption, the Company will not be responsible for any additional costs incurred by the Customer.

ARTICLE 23

EXCESS POWER

23.1 In the event that the Customer's demand in any 15-minute interval exceeds the Total Capacity Reservation as specified in Article 4.1, the Customer will pay an excess charge in accordance with the provisions of this Article.

23.2 Excess Demand shall be the amount by which the Metered Demand as determined under Article 8.1 exceeds the Total Capacity Reservation. In no event shall the Excess Demand be less than zero (0).

23.3 Excess On-Peak Energy shall be equal to the sum of the Excess Demand for all 15-minute intervals during the On-Peak Period of the calendar month divided by four (4). Excess On-Peak Energy shall be billed at the LMP.

23.4 Excess Off-Peak Energy shall be equal to the sum of the Excess Demand for all 15-minute intervals during the Off-Peak Period of the calendar month divided by four (4). Excess Off-Peak Energy shall be included in the Fixed Price Metered Energy as defined in Article 8.6 and billed at the Energy Charge specified in Article 9.1.B and the fuel charge as specified in Article 9.3.

23.5 The Excess Demand Charge shall be equal to [REDACTED]

ARTICLE 24

UNIFORM POWER FLOW

24.1 Pricing pursuant to this Contract is based upon an expectation of a uniform power flow leading to energy consumption during the On-Peak and Off-Peak Periods that is proportionate to the number of hours in such periods each Season.

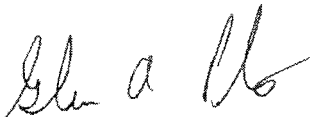
24.2 On-Peak Excess Seasonal Uniform Energy shall be defined as Seasonal Uniform Energy as defined in Article 8.8 which exceeds a proportionate allocation to the On-Peak Period by more than [REDACTED]

24.3 On-Peak Excess Seasonal Uniform Energy shall be billed at the average LMP for the On-Peak Period for the Season.

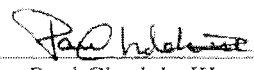
24.4 A credit equal to the average Energy Charge and the average fuel charge for the Season shall be applied to On-Peak Excess Seasonal Uniform Energy.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be duly
executed the day and year above written.

STEEL DYNAMICS, INC.

By 
Glenn A. Pushis
Vice President and General Manager

INDIANA MICHIGAN POWER COMPANY

By 
Paul Chodak, III
President and Chief Operating Officer

APPENDIX III

Voltage Flicker and Harmonic Distortion

Conditions of Service

I. POINT OF COMPLIANCE

Collingwood Station, which is to be constructed at the point where the proposed Collingwood-Steel Dynamics 345-kV line connects with the Company's Cook-Robison Park 345 kV line, will be the point where compliance with the voltage flicker and harmonic distortion requirements are evaluated. Measurements will be made either at that location or at the Customer's 345 kV bus. If voltage flicker and harmonic measurements are made at the Customer's 345 kV bus, calculations will be performed to determine the voltage flicker and harmonic distortion at the compliance point.

The Customer will provide the Company access to the necessary potential and current devices to permit the measurement of the voltage flicker and harmonics at the plant.

II. VOLTAGE FLICKER REQUIREMENTS

The random voltage fluctuation (flicker) occurring at the compliance point shall remain below 0.4 percent, peak to peak, for voltage flicker in the range of 1 to 10 fluctuations per second. For fluctuation rates less than one per second and greater than 10 per second, the voltage flicker shall remain below the border line of visibility curve on the IEEE/GE curve which is attached.

Operation of the arc furnaces will be permitted only when the static var system and its associated filters are in operation to control the voltage flicker and harmonics within the specified range.

Operation of the SDI Plant during contingency conditions on the Company's system will require close coordination and scheduling between the Company and the Customer in order to minimize the voltage flicker impact on the Company's other customers.

If flicker complaints arise, even if the above criteria are met, the Customer will develop a solution acceptable to the Company.

The flicker levels stated herein apply to the initial plant operation with one furnace and will also apply if additional furnaces are placed in operation in the future.

III. HARMONIC DISTORTION REQUIREMENTS

A. CURRENT DISTORTION

The harmonic distortion occurring at the compliance point, with respect to the fundamental component of the load current at the time of the maximum metered demand shall not exceed the criteria as outlined in IEEE Standard 519-1992 (copy of table attached). Currents at

frequencies other than integer multiples of 60 Hz shall also comply with the tabulated limits.

B. VOLTAGE DISTORTION

The Customer will be utilizing equipment which produces distortion at frequencies that are not necessarily multiples of the 60 Hz fundamental. Hence, the total harmonic voltage distortion, for distortion at all frequencies attributable to the SDI Plant operation, shall not exceed 1%.

C. HARMONIC RESONANCE

Should the harmonic current or voltage distortions, resulting from plant operations, establish a harmonic resonance condition between the SDI Plant and the Company's facilities, or should the distortion be within the specified limits but result in operational problems for the Company's other customers, the Customer will develop a solution acceptable to the Company.

D. COMMUNICATION INTERFERENCE

The total communication interference (I*T product), resulting from the operation of the SDI Plant, shall not exceed 25,000 weighted amperes at the compliance point. The I*T product shall be calculated in accordance with accepted industry practices.

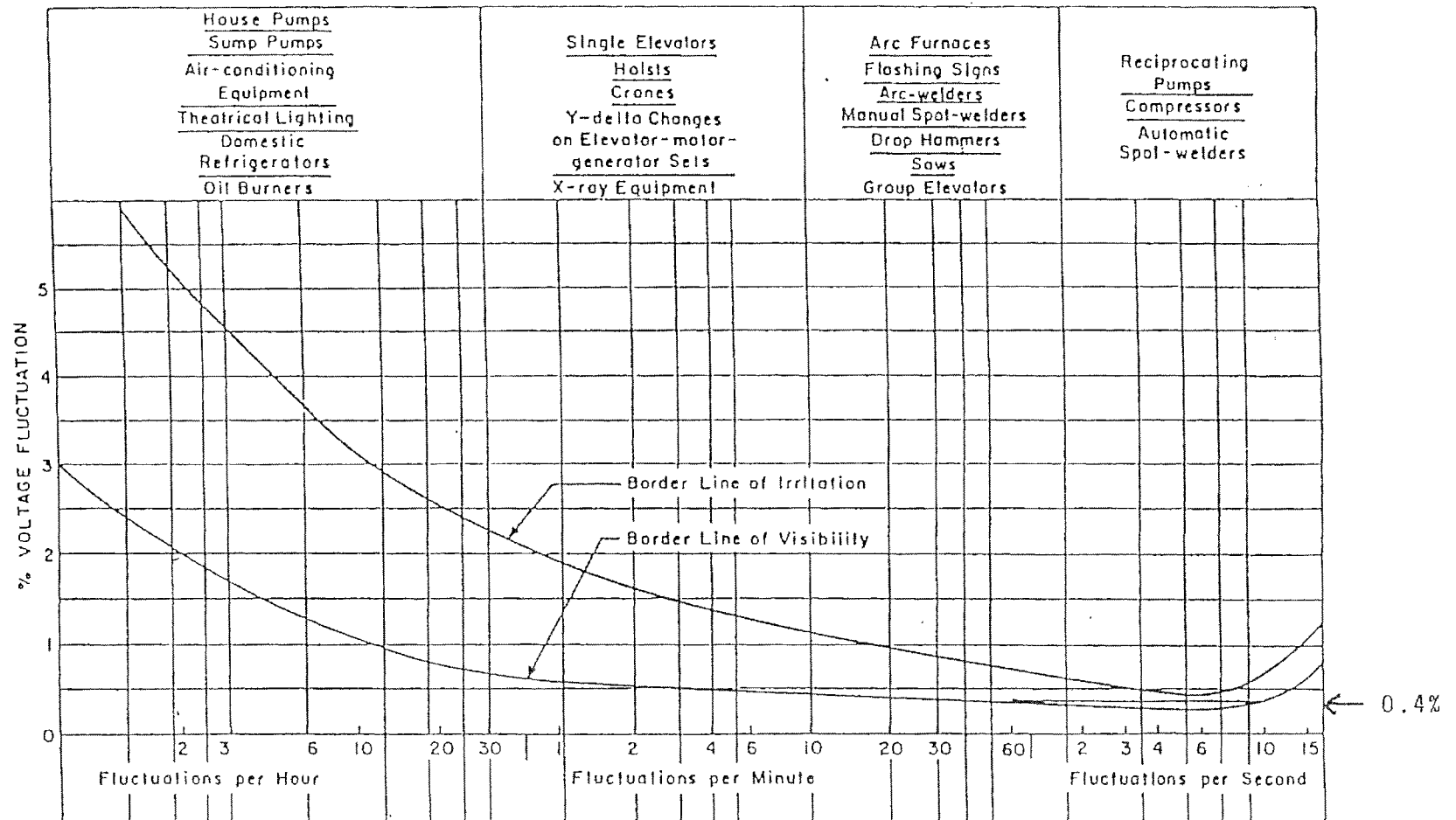
E. OTHER REQUIREMENTS

The Company will work with the Customer to evaluate the specific SDI Plant equipment and controls. Detailed

engineering studies will be conducted to determine the electrical interaction between the SDI Plant load and the Company's electric power network. Joint efforts will be undertaken by the Parties to resolve any potential adverse impacts on the performance of the Company's network detected by studies conducted jointly or independent studies conducted by either Party.

If operational problems are encountered once the SDI Plant is placed in operation, the Customer will develop a solution acceptable to the Company.

VOLTAGE REGULATING EQUIPMENT



Composite curve of voltage flicker studies by General Electric Company, *General Electric Review*, August 1925; Kansas City Power & Light Company, *Electrical World*, May 19, 1934; T. & D. Committee, EEl, October 24, 1934, Chicago; Detroit Edison Company; West Pennsylvania Power Company; Public Service Company of Northern Illinois.

Fig. 18. Relations of Voltage Fluctuations to Frequency of Their Occurrence (Incandescent Lamps)

Current Distortion Limits for General Transmission Systems (>161 kV), Dispersed Generation and Cogeneration

Individual Harmonic Order (Odd Harmonics)						
I_h/I_L	<11	11≤h<17	17≤h<23	23≤h<35	35≤h	THD
<50	2.0	1.0	0.75	0.3	0.15	2.5
≥50	3.0	1.5	1.15	0.45	0.22	3.75

Even harmonics are limited to 25% of the odd harmonic limits above.

Current distortions that result in a dc offset, e.g., half-wave converters, are not allowed.

*All power generation equipment is limited to these values of current distortion, regardless of actual I_{sc}/I_L .

where

I_{sc} = maximum short-circuit current at PCC.

I_L = maximum demand load current (fundamental frequency component) at PCC.

APPENDIX IV

Indiana Michigan Power Company

Attachment BSO-5 PUBLIC

Page 41 of 76

BILL FOR ELECTRIC SERVICE

Provider: Indiana Michigan Power Company
Billing Period: 02/01/99 00:00 - 02/28/99 24:00
Customer: Steel Dynamics, Inc.
Account: [REDACTED]

Please electronic funds transfer your payment to:



Credit Indiana Michigan Power Company
General Funds Account [REDACTED]
For Electric Account [REDACTED]

Billing Summary:

Due Date	03/12/99
Previous Balance	\$0.00
Current Billing	<u>\$0.00</u>
Total Payment Due	\$0.00
After due date pay	\$0.00

BILL FOR ELECTRIC SERVICE

Provider: Indiana Michigan Power Company d/b/a American Electric Power
Billing Period: 02/01/99 00:00 - 02/28/99 24:00
Customer: Steel Dynamics, Inc.
Account: [REDACTED]

A. Fuel

Fixed Price Metered Energy	0 kWh
Fuel Charge	0.00 mills/kWh
	\$0.00

B. Fixed Price Interruptible Service Billing

Fixed Price Metered Energy	0 kWh
Energy Charge	0.00 mills/kWh
Fixed Price Interruptible Service Billing	\$0.00

C. Discretionary Interruption Billing

[See Detail Page 1]

Total Discretionary Energy	0 kWh
Average Price	~ 0.00 mills/kWh
Discretionary Interruption Billing	\$0.00

D. Interruption Penalty Billing

System Emergency Uninterrupted Demand	0 kW
Noncompliance Rate	[REDACTED] /kW
System Emergency Penalty	\$0.00

MLR Uninterrupted Demand	0 kW
Non-Compliance Rate	[REDACTED] /kW
MLR Penalty	\$0.00

Discretionary Interruption Uninterrupted Energy	0 kWh
Discretionary Interruption Price	~ 0.00 mills/kWh
Discretionary Interruption Penalty	\$0.00
[See Detail Page, If Needed]	

Total Interruption Penalty Billing	\$0.00
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BILL FOR ELECTRIC SERVICE

Provider: Indiana Michigan Power Company d/b/a American Electric Power
Billing Period: 02/01/99 00:00 - 02/28/99 24:00
Customer: Steel Dynamics, Inc.
Account: [REDACTED]

E. Power Factor Billing

[See Detail Page, If Needed]

Monthly Energy	0 kWh
Monthly Reactive Energy	0 RKVAH
Average Monthly Power Factor	0.00%
Power Factor Billing	\$0.00

F. Excess Demand Billing

Excess Demand	0 kW
Excess Demand Charge	[REDACTED] kW
Excess Demand Billing	\$0.00

G. Excess On-Peak Energy Billing

[See Detail Page, If Needed]

Excess On-Peak Energy	0 kWh
Locational Marginal Price (LMP)	~ 0.00 mills/kWh
Excess On-Peak Energy Billing	\$0.00

H. On-Peak Excess Seasonal Uniform Energy Billing (Included in last bill for Season)

On-Peak Excess Seasonal Uniform Energy	0 kWh
Average LMP [See Detail Page 2]	0.00 mills/kWh
On-Peak Excess Seasonal Uniform Energy Charge	\$0.00
On-Peak Excess Seasonal Uniform Energy	0 kWh
Average Energy Charge and Average Fuel Charge [See Detail Page 2]	(0.00) mills/kWh
On-Peak Excess Seasonal Uniform Energy Credit	(\$0.00)
On-Peak Excess Seasonal Uniform Energy Billing	\$0.00

BILL FOR ELECTRIC SERVICE

Provider: Indiana Michigan Power Company d/b/a American Electric Power
Billing Period: 02/01/99 00:00 - 02/28/99 24:00
Customer: Steel Dynamics, Inc.
Account: [REDACTED]

I. Unused Energy Billing (Included in last bill for calendar year)

Unused Energy	0 kWh
Energy Charge	0.00 mills/kWh
Unused Energy Billing	\$0.00

J. Tax and Assessment Billing

Discretionary Interruption Billing	\$0.00
Power Factor Billing	\$0.00
Incremental Transmission-Related or Ancillary Service Cost Billing	\$0.00
On-Peak Temporary Incremental Energy Billing	\$0.00
Excess On-Peak Energy Billing	\$0.00
<u>On-Peak Excess Seasonal Uniform Energy Charge</u>	<u>\$0.00</u>
Total Taxable Billing	\$0.00
<u>Tax and Assessment Rate</u>	<u>1.5438%</u>
Tax and Assessment Billing	\$0.00

BILL FOR ELECTRIC SERVICE

Provider: Indiana Michigan Power Company d/b/a American Electric Power
Billing Period: 02/01/99 00:00 - 02/28/99 24:00
Customer: Steel Dynamics, Inc.
Account: XXXXXXXXXX

Total Billing

A. Fuel	\$0.00
B. Fixed Price Interruptible Service Billing	\$0.00
C. Discretionary Interruption Billing	\$0.00
D. Interruption Penalty Billing	\$0.00
E. Power Factor Billing	\$0.00
F. Excess Demand Billing	\$0.00
G. Excess On-Peak Energy Billing	\$0.00
H. On-Peak Seasonal Uniform Energy Billing	\$0.00
I. Unused Energy Billing	\$0.00
J. <u>Tax and Assessment Billing</u>	<u>\$0.00</u>
Total Billing	\$0.00

Detail Page 1

Discretionary Interruption Billing

Date	Hour Ending (EST)	Hourly Discretionary Energy (kWh)	Discretionary Interruption Price (Mills/kWh)	Hourly Billing \$
02/15/99	07:00 AM	0	0.00	0.00
02/15/99	08:00 AM	0	0.00	0.00
02/15/99	09:00 AM	0	0.00	0.00
02/15/99	10:00 AM	0	0.00	0.00
Total		0		\$0.00

Detail Page 2

On-Peak Excess Seasonal Uniform Energy Billing

Date	On-Peak LMP (Mills/kWh)	Date	On-Peak LMP (Mills/kWh)
12/01/98	0.00	01/15/99	0.00
12/02/98	0.00	01/18/99	0.00
12/03/98	0.00	01/19/99	0.00
12/04/98	0.00	01/20/99	0.00
12/07/98	0.00	01/21/99	0.00
12/08/98	0.00	01/22/99	0.00
12/09/98	0.00	01/25/99	0.00
12/10/98	0.00	01/26/99	0.00
12/11/98	0.00	01/27/99	0.00
12/14/98	0.00	01/28/99	0.00
12/15/98	0.00	01/29/99	0.00
12/16/98	0.00	02/01/99	0.00
12/17/98	0.00	02/02/99	0.00
12/18/98	0.00	02/03/99	0.00
12/21/98	0.00	02/04/99	0.00
12/22/98	0.00	02/05/99	0.00
12/23/98	0.00	02/08/99	0.00
12/24/98	0.00	02/09/99	0.00
12/28/98	0.00	02/10/99	0.00
12/29/98	0.00	02/11/99	0.00
12/30/98	0.00	02/12/99	0.00
12/31/98	0.00	02/15/99	0.00
01/04/99	0.00	02/16/99	0.00
01/05/99	0.00	02/17/99	0.00
01/06/99	0.00	02/18/99	0.00
01/07/99	0.00	02/19/99	0.00
01/08/99	0.00	02/22/99	0.00
01/11/99	0.00	02/23/99	0.00
01/12/99	0.00	02/24/99	0.00
01/13/99	0.00	02/25/99	0.00
01/14/99	0.00	02/26/99	0.00

Average (of above On-Peak LMPs) **0.00** Mills/kWh

Energy and Fuel Charge

December 1998	0.00 Mills/kWh
January 1999	0.00 Mills/kWh
February 1999	0.00 Mills/kWh
Average Energy and Fuel Charge for Season	0.00 Mills/kWh

Detail Page

Discretionary Interruption Penalty Billing

Date	Hour Ending (EST)	Hourly Uninterrupted Energy (kWh)	Discretionary Interruption Price (Mills/kWh)	Hourly Billing \$
02/15/99	11:00 AM	0	0.00	0.00
Total		0		\$0.00
Penalty				
Discretionary Interruption Penalty				\$0.00

Detail Page


Excess On-Peak Energy Billing

Date	Hour Ending (EST)	Hourly Excess On-Peak Energy (kWh)	Locational Marginal Price (LMP) (Mills/kWh)	Hourly Billing \$
02/01/99	8:00 AM	0	0.00	0.00
02/01/99	9:00 AM	0	0.00	0.00
02/01/99	10:00 AM	0	0.00	0.00
02/01/99	11:00 AM	0	0.00	0.00
02/01/99	12:00 PM	0	0.00	0.00
02/01/99	1:00 PM	0	0.00	0.00
02/01/99	2:00 PM	0	0.00	0.00
02/01/99	3:00 PM	0	0.00	0.00
02/01/99	4:00 PM	0	0.00	0.00
02/01/99	5:00 PM	0	0.00	0.00
02/01/99	6:00 PM	0	0.00	0.00
02/01/99	7:00 PM	0	0.00	0.00
02/01/99	8:00 PM	0	0.00	0.00
02/01/99	9:00 PM	0	0.00	0.00
02/01/99	10:00 PM	0	0.00	0.00
02/01/99	11:00 PM	0	0.00	0.00
02/02/99	8:00 AM	0	0.00	0.00
...		0	0.00	0.00
...		0	0.00	0.00
02/26/99	11:00 PM	0	0.00	0.00
Total	0	0.00	\$0.00	

Supplemental Information

Capacity Reservations

Capacity Reservations

	MW
Firm Service Capacity Reservation	
Fixed Price Interruptible Service Capacity Reservation	
Total Capacity Reservation	

Supplemental Information**Discretionary Interruption Hours****Previous Maximum Demand**

Current Month	0 kW
Next Month	0 kW

Credit for MLR Demand Reductions (Current Month)

Date	Hour Ending (EST)	Average of 4 15-Minute Demands (kW)	Previous Maximum Demand (kW)	MLR Demand Reduction (kW)	Fixed Price Interruptible Service Capacity Reservation (kW)	Credit Toward Interruption Hours
02/17/99	10:00 PM	0	0	0	0	0.00
02/17/99	11:00 PM	0	0	0	0	0.00
Total						0.00

Discretionary Interruption Hours

	<u>Current Month</u>	<u>Year to Date</u>
Hours of Interruption		0
Less: Discretionary Interruption Hours	0	0
<u>Credit for MLR Demand Reductions</u>	<u>0</u>	<u>0</u>
Hours of Interruption Remaining		0

Supplemental Information

Unused Energy

<u>Initial Minimum Annual Energy</u>	<u>Current Month</u>	<u>Year to Date</u>
Total Hours	0	0
Less: Emergency Interruption Hours	0	0
Less: Discretionary Interruption Hours	0	0
Hours for Minimum Calculation	0	0
Standard Demand	0	0
Minimum Load Factor		
Initial Minimum Annual Energy		0

Temporary Reductions

<u>Current Month</u>						
MW Demand Reduction	# of Days	Hours per Day	Number of Hours	Load Factor	Energy	
0	0	24	0		0	
0	0	16	0		0	
Total						0
Previous Months						0
Total Energy Reduction (Year to Date)						0

<u>Minimum Annual Energy</u>	<u>Year to Date</u>
Initial Minimum Annual Energy	0
Less: Total Energy Reduction	0
Minimum Annual Energy	0

<u>Standard Energy</u>	<u>Current Month</u>	<u>Year to Date</u>
Monthly Energy	0	0
Less: Total Discretionary Energy	0	0
Excess On-Peak Energy	0	0
Fixed Price Metered Energy	0	0
Less: Excess Off-Peak Energy	0	0
Monthly Standard Energy	0	0

<u>Unused Energy</u>	<u>Year to Date</u>
Minimum Annual Energy	0
Less: Annual Standard Energy	0
Unused Energy	0

Supplemental Information

Seasonal Uniform Energy

Allowed On-Peak Percentage

	Current Month	Season to Date
On-Peak Hours	0	0
Off-Peak Hours	0	0
Total Hours	0	0
On-Peak Percentage		0.00%
Plus:		
Allowed On-Peak Percentage		

Monthly Uniform Energy

	Current Month	Season to Date
Monthly Standard Energy	0	0
Plus: Total Discretionary Energy	0	0
Monthly Uniform Energy	0	0
Times: Allowed On-Peak Percentage		
Allowed On-Peak Seasonal Uniform Energy		0

On-Peak Excess Seasonal Uniform Energy

	Current Month	Season to Date
Monthly On-Peak Standard Energy	0	0
Plus: Total On-Peak Discretionary Energy	0	0
Monthly On-Peak Uniform Energy	0	0
Less: Allowed On-Peak Seasonal Uniform Energy		0
On-Peak Excess Seasonal Uniform Energy		0

**FIRST AMENDMENT TO THE
CONTRACT FOR ELECTRIC SERVICE
DATED SEPTEMBER 18, 2012
BETWEEN STEEL DYNAMICS, INC.
AND INDIANA MICHIGAN POWER COMPANY**

DATED SEPTEMBER 2, 2014

**Steel Dynamics, Inc.
4500 County Road 59
Butler, Indiana 46721**

**Indiana Michigan Power Company
Post Office Box 60
One Summit Square
Fort Wayne, Indiana 46801**

**FIRST AMENDMENT TO THE
CONTRACT FOR ELECTRIC SERVICE
BETWEEN STEEL DYNAMICS, INC.
AND INDIANA MICHIGAN POWER COMPANY**

THIS FIRST AMENDMENT, made and entered into this 2nd day of September 2014, by and between **INDIANA MICHIGAN POWER COMPANY**, an Indiana corporation (the **Company**) and **STEEL DYNAMICS, INC.**, an Indiana corporation (the **Customer**),

WITNESSETH:

WHEREAS, the Company is a corporation organized and existing under the laws of the State of Indiana with its principal place of business at Fort Wayne, Indiana, and owns and operates facilities for the generation, transmission and distribution of electric power and energy in the State of Indiana; and

WHEREAS, the Customer is a corporation chartered and existing under the laws of the State of Indiana with its principal place of business at Fort Wayne, Indiana; and

WHEREAS, the Customer currently has existing facilities in the State of Indiana, located near Butler, Indiana (SDI Plant), which are served under a Contract for Electric Service (Contract) dated September 18, 2012; and

WHEREAS, in recognition of the Customer's business needs, the Company is agreeable to providing energy for the total load of the SDI Plant under the terms and conditions contained herein; and

WHEREAS, the Company can provide the electrical requirements of the Customer under the provisions of this First Amendment to the Contract without

adversely affecting the adequacy or reliability of service to any of the Company's other customers; and

WHEREAS, the services the Company is to provide the Customer pursuant to this Contract will provide benefits to the Customer, the Company, the Company's other customers and the State of Indiana.


NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, and subject to the terms and conditions contained herein, the Parties hereby agree as follows:

- I. The Parties agree that the purpose of this First Amendment is to exclusively provide for electric service for the total load at the SDI Plant, which includes and is limited to the currently identified load requirements of SDI, Iron Dynamics and any other subsidiaries or affiliates of SDI at the Butler, Indiana, facility.
- II. The Parties further agree that the Contract shall remain in full force and effect prior to the effective date of this First Amendment, and thereafter shall remain in full force and effect subject to the modifications contained herein.
- III. The Parties agree to modify and supplement the Contract as set forth below:

A. **ARTICLE 6, INTERRUPTIBILITY OF SERVICE**, is amended by modifying Article 6.6 as follows:


6.6 The Company reserves the right to interrupt, in its sole discretion, Fixed Price Interruptible Service to the Customer at any time. Such interruptions shall be designated as

Discretionary Interruptions and shall not exceed the number of hours of interruption specified in the table below during any calendar year:

<u>Year</u>	<u>Hours of Interruption</u>
2013	
2014	
2015	

B. **ARTICLE 9, RATES**, is amended by modifying Article 9.1 B as follows:

9.1 B The Energy Charge shall be the price per kWh of metered energy for the corresponding period as shown in the table below:

<u>Year</u>	<u>Energy Charge</u> <u>(Mills/kWh)</u>
2013	
2014	
2015	

C. **ARTICLE 14, EFFECTIVE DATE AND TERM OF CONTRACT**, is amended by modifying Article 14.2, as follows:

14.2 The terms of this Contract shall commence with the effective date of this Contract, as established under Article 14.1 herein. The terms of this Contract shall expire at midnight on December 31, 2015. Each Party may avail itself of its respective legal rights in effect at the time of the expiration of this Contract, including but not limited to, any right the Customer may have to contract for electric service with another electric supplier.

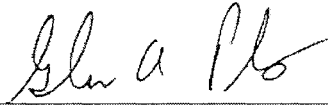
- IV. The effective date of this First Amendment shall be the later of the day on which the IURC approves this First Amendment or January 1, 2015. In the event that the Indiana Utility Regulatory Commission (Commission) approves this First Amendment after January 1, 2015, the Parties agree to implement all terms and conditions stipulated in this First Amendment beginning January 1, 2015 pending Commission approval. In the event that the Commission does not ultimately approve this First Amendment, the Company will bill the Customer for usage on and after January 1, 2015 under the applicable Commission-approved retail tariff until a new agreement is approved by the Commission and placed into effect.
- V. Except as otherwise specifically provided in this First Amendment, all rates, terms and conditions, and the obligations of the Parties as set forth in the Contract, remain unchanged.
- VI. The Parties hereto recognize that this First Amendment is subject to the jurisdiction of the Commission, and is also subject to such lawful action as any regulatory authority having jurisdiction shall take hereafter with respect thereto. The performance of any obligation of either Party hereto shall be subject to the receipt from time to time as required of such authorizations, approvals or actions of regulatory authorities having jurisdiction as shall be required by law.
- VII. The Company and the Customer agree that this First Amendment reflects the steps required to ensure adequate service to the Customer

and that the Company will file this First Amendment for approval by the Commission. This First Amendment is expressly conditioned upon approval by the Commission without change or condition. In the event that the Commission does not so find or approve, then this First Amendment shall not become effective, unless the Parties agree otherwise in writing, it being the intent of the Parties that such findings and approval, without change or condition, are prerequisite to the validity of this First Amendment.

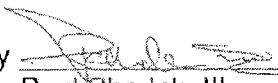
- VIII. The Parties agree to use their best efforts to seek and obtain the prompt approval of this First Amendment by the Commission. Further, the Parties agree not to seek in any subsequent Commission or other proceeding an order that would modify or terminate the Contract, as amended.
- IX. The Parties expressly agree and understand that the Commission has exclusive jurisdiction over the rates and charges contained herein.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment
to be duly executed the day and year first above written.

STEEL DYNAMICS, INC.

By 
Glenn A. Pushis
Vice President and General Manager

INDIANA MICHIGAN POWER COMPANY

By 
Paul Chodak, III
President and Chief Operating Officer

**SECOND AMENDMENT TO THE
CONTRACT FOR ELECTRIC SERVICE
DATED SEPTEMBER 18, 2012
BETWEEN STEEL DYNAMICS, INC.
AND INDIANA MICHIGAN POWER COMPANY**

DATED JULY 7, 2015

**Steel Dynamics, Inc.
4500 County Road 59
Butler, Indiana 46721**

**Indiana Michigan Power Company
Post Office Box 60
Indiana Michigan Power Center
Fort Wayne, Indiana 46801**

**SECOND AMENDMENT TO THE
CONTRACT FOR ELECTRIC SERVICE
BETWEEN STEEL DYNAMICS, INC.
AND INDIANA MICHIGAN POWER COMPANY**

THIS SECOND AMENDMENT, made and entered into this 7th day of July 2015, by and between **INDIANA MICHIGAN POWER COMPANY**, an Indiana corporation (the Company) and **STEEL DYNAMICS, INC.**, an Indiana corporation (the Customer).

WITNESSETH:

WHEREAS, the Company is a corporation organized and existing under the laws of the State of Indiana with its principal place of business at Fort Wayne, Indiana, and owns and operates facilities for the generation, transmission and distribution of electric power and energy in the State of Indiana; and

WHEREAS, the Customer is a corporation chartered and existing under the laws of the State of Indiana with its principal place of business at Fort Wayne, Indiana; and

WHEREAS, the Customer currently has existing facilities in the State of Indiana, located near Butler, Indiana (SDI Plant), which are served under a Contract for Electric Service dated September 18, 2012 as amended by a First Amendment dated September 2, 2014 (Contract); and

WHEREAS, in recognition of the Customer's business needs, the Company is agreeable to providing energy for the total load of the SDI Plant under the terms and conditions contained herein; and

WHEREAS, the Company can provide the electrical requirements of the Customer under the provisions of this Second Amendment to the Contract without adversely affecting the adequacy or reliability of service to any of the Company's other customers; and


WHEREAS, the services the Company is to provide the Customer pursuant to this Contract will provide benefits to the Customer, the Company, the Company's other customers and the State of Indiana.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, and subject to the terms and conditions contained herein, the Parties hereby agree as follows:




- I. The Parties agree that the purpose of this Second Amendment is to exclusively provide for electric service for the total load at the SDI Plant, which includes and is limited to the currently identified load requirements of SDI, Iron Dynamics and any other subsidiaries or affiliates of SDI at the Butler, Indiana, facility.
- II. The Parties further agree that the Contract shall remain in full force and effect prior to the effective date of this Second Amendment, and thereafter shall remain in full force and effect subject to the modifications contained herein.
- III. The Parties agree to modify and supplement the Contract as set forth below:

A. ARTICLE 6, INTERRUPTIBILITY OF SERVICE, is amended by modifying Articles 6.6 and 6.9 as follows:

6.6 The Company reserves the right to interrupt, in its sole discretion, Fixed Price Interruptible Service to the Customer at any time. Such interruptions shall be designated as Discretionary Interruptions and shall not exceed the number of hours of interruption specified in the table below during any calendar year:


<u>Year</u>	<u>Hours of Interruption</u>
2013	
2014	
2015	
2016	
2017	

Interruptions pursuant to Article 6.1 shall not count toward the hours of interruption specified in the table set forth above.

6.9 The Company may, at its discretion, utilize up to an additional  Hours of Interruption in either of the calendar years of 2016 and 2017. In no event shall the Hours of Interruption exceed  hours in any calendar year, nor shall the combined total Maximum Hours of Interruption for years 2016 and 2017 exceed a total of  hours.

B. **ARTICLE 9, RATES**, is amended by modifying Article 9.1 B as follows:

9.1 B The Energy Charge shall be the price per kWh of metered energy for the corresponding period as shown in the table below:

<u>Year</u>	<u>Energy Charge</u> (Mills/kWh)
2013	
2014	
2015	
2016	
2017	

C. ARTICLE 14, EFFECTIVE DATE AND TERM OF CONTRACT, is amended
by modifying Article 14.2, as follows:

14.2 The terms of this Contract shall commence with the effective date of this Contract, as established under Article 14.1 herein. The terms of this Contract shall expire at midnight on December 31, 2017. Each Party may avail itself of its respective legal rights in effect at the time of the expiration of this Contract, including but not limited to, any right the Customer may have to contract for electric service with another electric supplier.

IV. The effective date of this Second Amendment shall be the later of the day on which the IURC approves this Second Amendment or January 1, 2016. In the event that the Indiana Utility Regulatory Commission (Commission) approves this Second Amendment after January 1, 2016, the Parties agree to implement all terms and conditions stipulated in this Second Amendment beginning January 1, 2016 pending Commission approval. In the event that the Commission does not ultimately approve this Second Amendment, the Company will bill the Customer for usage on and after January 1, 2016 under the applicable Commission-approved retail tariff until a new agreement is approved by the Commission and placed into effect.

V. Except as otherwise specifically provided in this Second Amendment, all rates, terms and conditions, and the obligations of the Parties as set forth in the Contract, remain unchanged.

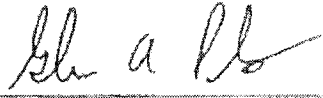
VI. The Parties hereto recognize that this Second Amendment is subject to the jurisdiction of the Commission, and is also subject to such lawful action as any regulatory authority having jurisdiction shall take hereafter with respect

thereto. The performance of any obligation of either Party hereto shall be subject to the receipt from time to time as required of such authorizations, approvals or actions of regulatory authorities having jurisdiction as shall be required by law.

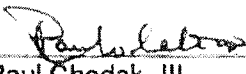
- VII. The Company and the Customer agree that this Second Amendment reflects the steps required to ensure adequate service to the Customer and that the Company will file this Second Amendment for approval by the Commission. This Second Amendment is expressly conditioned upon approval by the Commission without change or condition. In the event that the Commission does not so find or approve, then this Second Amendment shall not become effective, unless the Parties agree otherwise in writing, it being the intent of the Parties that such findings and approval, without change or condition, are prerequisite to the validity of this Second Amendment.
- VIII. The Parties agree to use their best efforts to seek and obtain the prompt approval of this Second Amendment by the Commission. Further, the Parties agree not to seek in any subsequent Commission or other proceeding an order that would modify or terminate the Contract, as amended.
- IX. The Parties expressly agree and understand that the Commission has exclusive jurisdiction over the rates and charges contained herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to
be duly executed the day and year first above written.

STEEL DYNAMICS, INC.

By 
Glenn A. Pushis
Vice President – Flat Roll Group

INDIANA MICHIGAN POWER COMPANY

By 
Paul Chodak, III
President and Chief Operating Officer

**THIRD AMENDMENT TO THE
CONTRACT FOR ELECTRIC SERVICE
DATED SEPTEMBER 18, 2012
BETWEEN STEEL DYNAMICS, INC.
AND INDIANA MICHIGAN POWER COMPANY**

DATED JULY 26, 2017

**Steel Dynamics, Inc.
4500 County Road 59
Butler, Indiana 46721**

**Indiana Michigan Power Company
Post Office Box 60
Indiana Michigan Power Center
Fort Wayne, Indiana 46801**

**THIRD AMENDMENT TO THE
CONTRACT FOR ELECTRIC SERVICE
BETWEEN STEEL DYNAMICS, INC.
AND INDIANA MICHIGAN POWER COMPANY**

THIS THIRD AMENDMENT, made and entered into this 26th day of July 2017, by and between **INDIANA MICHIGAN POWER COMPANY**, an Indiana corporation (the **Company**) and **STEEL DYNAMICS, INC.**, an Indiana corporation (the **Customer**),

WITNESSETH:

WHEREAS, the Company is a corporation organized and existing under the laws of the State of Indiana with its principal place of business at Fort Wayne, Indiana, and owns and operates facilities for the generation, transmission and distribution of electric power and energy in the State of Indiana; and

WHEREAS, the Customer is a corporation chartered and existing under the laws of the State of Indiana with its principal place of business at Fort Wayne, Indiana; and

WHEREAS, the Customer currently has existing facilities in the State of Indiana, located near Butler, Indiana (SDI Plant), which are served under a Contract for Electric Service dated September 18, 2012 as amended by a First Amendment dated September 2, 2014 and a Second Amendment dated July 7, 2015 (Contract); and

WHEREAS, in recognition of the Customer's business needs, the Company is agreeable to providing energy for the total load of the SDI Plant under the terms and conditions contained herein; and

WHEREAS, the Company can provide the electrical requirements of the Customer under the provisions of this Third Amendment to the Contract without adversely affecting the adequacy or reliability of service to any of the Company's other customers; and

WHEREAS, the services the Company is to provide the Customer pursuant to this Contract will provide benefits to the Customer, the Company, the Company's other customers and the State of Indiana.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, and subject to the terms and conditions contained herein, the Parties hereby agree as follows:

- I. The Parties agree that the purpose of this Third Amendment is to exclusively provide for electric service for the total load at the SDI Plant, which includes and is limited to the currently identified load requirements of SDI, Iron Dynamics and any other subsidiaries or affiliates of SDI at the Butler, Indiana, facility.
- II. The Parties further agree that the Contract shall remain in full force and effect prior to the effective date of this Third Amendment, and thereafter shall remain in full force and effect subject to the modifications contained herein.
- III. The Parties agree to modify and supplement the Contract as set forth below:

A. **ARTICLE 4, CAPACITY RESERVATION**, is amended by modifying Articles 4.1 and 4.2 as follows:

4.1 The Total Capacity Reservation contracted for by the Customer is fixed at [REDACTED]

[REDACTED]. The Total Capacity Reservation shall not exceed the capacity of the Transmission Facilities as specified in Article 3.2 of the Contract.

4.2 The Firm Service Capacity Reservation shall be fixed at [REDACTED].

B. ARTICLE 6, INTERRUPTIBILITY OF SERVICE, is amended by modifying

Articles 6.6, 6.7, 6.8, 6.9, 6.10, and 6.13 as follows:

6.6 [Cancelled, nullified, and removed]

6.7 [Cancelled, nullified, and removed]

6.8 [Cancelled, nullified, and removed]

6.9 [Cancelled, nullified, and removed]

6.10 The Company will endeavor to provide the Customer as much advance notice as possible of interruptions pursuant to Articles 6.1 and 6.3. However, the Customer shall interrupt load within [REDACTED] if so requested. Such notice shall identify the type of interruption called for and the estimated duration of the interruption, if possible.

6.13 [Cancelled, nullified, and removed]

C. ARTICLE 8, DETERMINATION OF MONTHLY BILLING DETERMINANTS,

is amended by modifying Articles 8.5, 8.6, and 8.8 as follows:

8.5 [Cancelled, nullified, and removed].

8.6 Fixed Price Metered Energy shall be equal to the Monthly Energy as defined in Article 7.2 less any Excess On Peak Energy as defined in Article 23.3.

8.8 Monthly Uniform Energy shall be equal to the Monthly Standard Energy. Seasonal Uniform Energy shall be the total of the Monthly Uniform Energy for the Season.

D. ARTICLE 9, RATES, is amended by modifying Articles 9.1 and 9.3 as follows:

9.1 Except as otherwise specified in the Contract, the Customer agrees to pay the Company for all electric services supplied in accordance with the following provisions.

A. The Monthly Service Charge [REDACTED]

B. The Energy Charge shall be the price per kWh of metered energy for the corresponding period as shown in the table below:

<u>Year</u>	<u>Energy Charge</u> (Mills/kWh)
2013	
2014	
2015	
2016	
2017	
2018	

9.3 All kWh will be subject to a fuel charge (FAC) which shall include both the basing point of fuel (currently \$0.018458 per kWh as established in Cause No. 44075) and the fuel adjustment as set in Commission fuel clause adjustment proceedings in Cause No. 38702, or successor docket(s).

E. **ARTICLE 10, NOTIFICATION BY COMPANY TO CUSTOMER OF HOURLY MARKET PRICES** is cancelled, nullified and removed. Space is reserved for future use.

F. **ARTICLE 11, DETERMINATION OF MONTHLY BILL**, is amended by modifying Article 11.1, Section C, as follows:

11.1B The product of the Fixed Price Metered Energy as defined in Article 8.6 and the Energy Charge as specified in Article 9.1B;

11.1C [Cancelled, nullified, and removed.]

G. **ARTICLE 12, MINIMUM ANNUAL ENERGY**, is amended by modifying Article 12.1 as follows:

12.1 Initial Minimum Annual Energy shall be equal to the product of the annual maximum Standard Demand as defined in Article 8.2, the annual number of hours and

██████████. Minimum Annual Energy shall be equal to Initial Minimum Annual Energy as adjusted according to the provisions of Articles 12.1 and 12.7. The Initial Minimum Annual Energy shall be determined on a calendar year basis. The annual number of hours used to determine the Initial Minimum Annual Energy will be adjusted to exclude those hours in which the Company has requested an interruption pursuant to Article 6.1.

H. **ARTICLE 14, EFFECTIVE DATE AND TERM OF CONTRACT**, is amended by modifying Article 14.2 and establishing Article 14.4 as follows:

14.2 The terms of this Contract shall commence with the effective date of this Contract, as established under Article 14.1 herein. The terms of this Contract shall expire at midnight on December 31, 2018. Each Party may avail itself of its respective legal rights in effect at the time of the expiration of this Contract, including but not limited to, any right the Customer may have to contract for electric service with another electric supplier.

14.4 Upon the expiration of this Contract, the Parties agree to work collaboratively to continue fulfilling any PJM emergency mandatory load management reduction action obligations pursuant to commitments under the Company's Fixed Resource Requirement Plan. Should the Customer no longer desire its interruptible capability to be included as a resource in the Company's Fixed Resource Requirement Plan, three (3) years' written notice prior to March 1 from the Customer to the Company is required to terminate such inclusion at the beginning of the fourth delivery year (June 1) after the notice is provided.

I. **ARTICLE 18, GENERAL**, is amended by modifying Articles 18.5 and 18.9 as follows:

18.5 Unless modified under Article 18.9, any notice given pursuant to this Contract shall be in writing, addressed as follows, and provided to the other Party either by mail or facsimile:

If to Customer: General Manager
Steel Dynamics, Inc.
Flat Roll Division
4500 County Road 59
Butler, Indiana 46721
Facsimile: (260) 868-8055

If to Company: President & Chief Operating Officer
Indiana Michigan Power Company
110 W. Wayne
P.O. Box 60
Fort Wayne, Indiana 46801
Facsimile: (260) 408-3100

18.9 The Technical Services Committee may agree in writing to modify the requirements of Article 18.5 so that notices required under Articles 6.1, 6.3, 6.10, 22.2 and 22.3 may be provided orally or electronically and given to designated representatives other than those identified in Article 18.5.

J. **ARTICLE 22, COORDINATION OF MAINTENANCE**, is amended by modifying

Article 22.4 as follows:

22.4 [Cancelled, nullified, and removed.]

IV. The effective date of this Third Amendment shall be the later of the day on which the Indiana Utility Regulatory Commission (Commission) approves this Third Amendment or January 1, 2018. In the event that the Commission approves this Third Amendment after January 1, 2018, the Parties agree to implement all terms and conditions stipulated in this Third Amendment

beginning January 1, 2018 pending Commission approval. In the event that the Commission does not ultimately approve this Third Amendment, the Company will bill the Customer for usage on and after January 1, 2018 under the applicable Commission-approved retail tariff until a new agreement is approved by the Commission and placed into effect.

- V. Except as otherwise specifically provided in this Third Amendment, all rates, terms and conditions, and the obligations of the Parties as set forth in the Contract, remain unchanged.
- VI. The Parties hereto recognize that this Third Amendment is subject to the jurisdiction of the Commission, and is also subject to such lawful action as any regulatory authority having jurisdiction shall take hereafter with respect thereto. The performance of any obligation of either Party hereto shall be subject to the receipt from time to time as required of such authorizations, approvals or actions of regulatory authorities having jurisdiction as shall be required by law.
- VII. The Company and the Customer agree that this Third Amendment reflects the steps required to ensure adequate service to the Customer and that the Company will file this Third Amendment for approval by the Commission. This Third Amendment is expressly conditioned upon approval by the Commission without change or condition. In the event that the Commission does not so find or approve, then this Third Amendment shall not become effective, unless the Parties agree otherwise in writing, it being the intent of

the Parties that such findings and approval, without change or condition, are prerequisite to the validity of this Third Amendment.

VIII. The Parties agree to use their best efforts to seek and obtain the prompt approval of this Third Amendment by the Commission. Further, the Parties agree not to seek in any subsequent Commission or other proceeding an order that would modify or terminate the Contract, as amended.

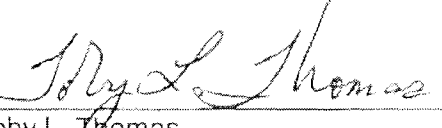
IX. The Parties expressly agree and understand that the Commission has exclusive jurisdiction over the rates and charges contained herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be duly executed the day and year first above written.

STEEL DYNAMICS, INC.

By 
Jordan Breiner
General Manager

INDIANA MICHIGAN POWER COMPANY

By 
Toby L. Thomas
President and Chief Operating Officer

**Fixed Cost Analysis* Relating to the
Proposed Fourth Amendment to the Contract for Electric Service Between
Steel Dynamics, Inc. and
Indiana Michigan Power Company**

Estimated Annual Customer Savings

Firm Service Billing (Rates based on Cause No. 44967)

	Annual Units	Rate	Revenue	Mills/kWh	Source
Monthly Service Charge		\$171.00			Tariff Sheet 13
Demand Charge		\$5.479			Tariff Sheet 13
Energy Charges					
First 410 kWh/kVA		\$0.05520			Tariff Sheet 13
Over 410 kWh/kVA		\$0.01381			Tariff Sheet 13
Total Billing kWh					
Metered kWh					
Riders					
Fuel		\$0.000792			Tariff Sheet 40.1
DSM/EE Program Cost		\$0.000011			Tariff Sheet 39
Environmental Cost Rider		\$0.000000			Tariff Sheet 41
Off-System Sales Margin Sharing/PJM Cost Rider - Energy		-\$0.001329			Tariff Sheet 42
Off-System Sales Margin Sharing/PJM Cost Rider - Demand		\$5.639			Tariff Sheet 42
Life Cycle Management - Demand		\$0.110			Tariff Sheet 43
Resource Adequacy Rider		\$0.000000			Tariff Sheet 44
Total Annual Firm Service Revenue					

	Annual Units (kWh)	Rate	Revenue	Mills/kWh	Source
<u>Fourth Amendment Billing</u>					
Energy Charges					Contract Article 9
Fuel Basing Point		\$0.015930			Tariff Sheet 40
Fuel Adjustment Clause		\$0.000792			Tariff Sheet 40.1
Estimated Total Bill					

Estimated Contractual Billing Difference

Estimated Annual Contribution to Fixed Production Cost

<u>Variable-, Tracked-, Non-Production Fixed Cost</u>	Units	Rate	Revenue	Mills/kWh
Customer Billing Cost		\$171.00		Tariff Sheet 13
Energy-related Riders		-\$0.000526		Tariff Sheets 40 - 45
Demand-related Riders		\$5.749		Tariff Sheets 42 - 43
Fuel Expense (Fuel Cost Embedded in Base Rates)		\$0.015930		Tariff Sheet 40
Transmission Cost in Base Rates		\$0.111		Input**
Total Variable, Tracked & Non-Production Fixed Costs				

Estimated Annual Contribution to Fixed Production Cost

Notes

* [REDACTED]

** Calculated from Cause No. 44967