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**Terms and Conditions**

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\* DEFINITIONS:

**Applicant** – shall mean a person seeking to establish new residential or non-residential utility service under the Company’s application process and who is not a customer.

**Budget Payment Plan** – shall mean a plan seeking to reduce fluctuations in the amount a customer must pay in each billing cycle. The customer agrees to pay an amount for each billing cycle that is based upon the amount the utility expects the customer to be billed for the entire year divided by the number of billing cycles in the year. The amount may be adjusted to 1) accommodate changes in the usage pattern by the customer or 2) ensure that significant shortfalls or credits do not accrue.

**Credit Scoring System** – shall have the same meaning set forth in 12 CFR 202.2 as of January 1, 2002, and no later amendments or editions are incorporated.

**Customer** - shall mean a person or persons receiving service from the Company under a Residential Service rate or a non-residential service rate, after a successful application for service or a successful transfer of service from one location to another, subject to the "Redistribution of Gas" provision. Agents, Suppliers, Brokers or Marketers of natural gas services who have an authorized agency agreement with a Customer and are acting as that Customer's agent shall also be treated as a Customer except with respect to credit and collection activity and disconnection of service.

**Deferred Payment Arrangement or DPA** – shall mean a payment plan whereby a customer may retire a past due amount owed the Company by paying installments towards the arrearage in addition to paying future bills.

**Degree Day**- a degree day is 65 degrees Fahrenheit minus the average of the gas day’s high and low temperature.

**Deposit** – shall mean money provided by a customer and held by the Company as a guarantee towards payment for utility service.

**Gas Day** – a gas day shall be defined hereunder as being the time from 9:00 A.M. of one day to 9:00 A.M. of the succeeding day.

**Heat Content** – the heating value of the gas supplied by the Company is approximately 1,000 Btu per cubic foot. Unless otherwise specified in the rate, the Customer shall be billed on the basis of the average heating value of all gas purchased, and Customer-owned gas transported, by the Company, as determined in accordance with the provisions of Rider 11, Thermal Content of Gas Supplied, set forth in this Schedule.

**Illegal Tap** – shall mean a diversion of utility service whereby a party or parties other than the customer of record received a portion of the Customer’s metered utility service without the Customer’s consent.

**Low Income Customer** – shall mean a residential customer who has qualified under the income criteria of Section 6 of the Energy Assistance Act of 1989 [305 ILCS 20/6]. Qualification is effective when the Low Income Home Energy Assistance Program (LIHEAP) administrator notifies the Company of the customer’s low income status.

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**Terms and Conditions**

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(Continued from Sheet No. 33)

\* **DEFINITIONS:** (continued)

**Market Price** – shall mean the cost of gas on a particular day to the Company in order to obtain additional supplies. Such price shall be the average of the low and high prices reported for Chicago City Gate deliveries in Gas Daily. In the event that Gas Daily is unavailable, then a reported Chicago City Gate price of another appropriate publication shall be used.

**Medical Certificate** – shall mean a written certification (though initial certification may be by telephone) of medical necessity provided to the Company by a doctor or the local board of health.

**Medical Payment Arrangement or MPA** – shall mean a payment plan established after the use of a medical certificate whereby a customer may retire a past due amount owed the Company by paying installments towards the arrearage in addition to future bills.

**Occupant** – shall mean a person who is not a utility customer of record of the Company and who receives the benefit of utility services at a residential or non-residential service location.

**Payment Avoidance by Location or PAL** – shall mean a pattern of action taken to avoid payment for utility service used by customers or occupants at a specific premises.

**Person** – shall mean any legal entity with the ability to become a customer, including but not limited to: individual persons, units of local government, corporations, trusts, partnerships, limited liability companies, associations, not-for-profit, boards, organizations and institutions.

**Small Business** – shall mean an Illinois business with fifty (50) or less full time employees in Illinois. It shall be the Customer's responsibility to notify the Company of its qualification as a Small Business.

**Tampering** – shall mean any unauthorized alteration of utility equipment of facilities by which a benefit is achieved for which the Company is not compensated. Tampering includes customer self-restoration of utility service. Proof of tampering shall be the burden of the Company.

**Therm** – a therm is the amount of heat equivalent to one hundred thousand British thermal units (100,000 Btu).

**Transfer of Service** – shall mean terminating service at one location and activating service at another location by the same customer of record served by the Company within fourteen (14) calendar days as long as there is no change in the rate class of the customer. A transfer of service shall not be deemed an application for service by the Company unless the Company has reason to believe that the person requesting the transfer of service is not the original customer.

**GENERAL:**

**How the Company's Service Can be Obtained.**

Subject to the conditions of service stated in this Schedule, any Applicant can obtain gas service by first making an application, either orally, electronically or in writing, or by signing a contract in certain cases, for the particular class of service desired. Applicants for service shall provide Company up to two forms of accurate and verifiable positive identification. One form of identification shall be a government issued photo ID. The second form of identification may include a second government issued photo ID, social security number, driver license number, birth certificate,

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GENERAL: (continued)

**How the Company's Service Can be Obtained.** (continued)

immigration or naturalization documents, student identification, banking information, employment records, government benefit/compensation records, tax ID number, articles of incorporation, or business license. Approval or rejection of the application, including notification of the applicant, shall be accomplished within two business days after the date all required information is received. Absent any delays caused by construction or other equipment required for service activation, lack of access, damage or unsafe condition, or temporary unforeseen circumstances, Company shall activate service for a successful Applicant at the earliest possible date, but no later than seven (7) calendar days after approval of the application, unless the Applicant requests a later activation date. If through no fault of the Applicant, Company delays activation of service for two (2) or more calendar days after the later of 1) seven (7) calendar days after approval of an application, or 2) the requested date of the Applicant or within two (2) business days after the requested date if the Company is unable to accommodate the requested date, Company shall issue a credit to the new Customer's account equal to the monthly customer charge for that Customer pro-rated by the number of days of the delay beyond these requirements. Credit of an Applicant can be established in accordance with 83 Illinois Administrative Code Part 280 of the Illinois Commerce Commission. Except as otherwise stated in this Schedule, Applicants for service shall, at their own expense, equip their premises with such piping and other equipment as may be necessary for the utilization of the gas delivered by the Company.

**\* Service to Which Rates Apply.**

The rates specified in this Schedule apply only to the use of gas of such form as is regularly furnished by the Company in the locality in which the premises to be served is situated, and apply only to the usual and regular supplying of gas

**Selection of Rate.**

The Company's rates as legally in effect are on file with the Illinois Commerce Commission and available for public inspection at any business office of the Company which is regularly open to the public. The Company will assist any Customer to determine the charges, conditions or use of service under any applicable rate. Where more than one rate is available for certain classes of service, the Company will assist in the selection of the rate most favorable for the Customer's requirements, but the Customer shall be responsible for the rate selection in any case.

**Substitution of Rate.**

The Customer may elect to transfer to another rate with like service selections at any time after any period of 12 months or more of continuous service under a rate. Each transfer shall be effective as provided for in the Tariff.

**Assignment.**

The benefits and obligations of the contract for service shall inure to and be binding upon the successors and assigns of the original parties thereto, respectively, for the full term thereof; provided, that no assignment shall be made by the Customer without first obtaining the Company's written consent and provided, further, that the successor shall execute and deliver to the Company an agreement assuming and agreeing to be bound by the original contract.

**Agents Cannot Modify Agreement.**

No agent has the authority to amend, modify or alter the contract for service or waive any of its conditions, or to bind the Company by making any promises or representations not contained therein.

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