
Terms and Conditions

(Continued From Sheet No. 45)

TRANSPORTATION AND STORAGE PROVISIONS:

*** Initial Selection of Transportation Services.**

Customers currently served on a sales service rate can select service under the provisions of Rider 25, Firm Transportation Service at any time.

Customers selecting a transportation service rate (Rates 74, 75, 76 and 77) or switching from a sales service rate to a transportation service rate must first have either 1) an appropriate telephone line installed as specified in the Rate, or 2) an existing metering location capable of receiving daily uninterrupted wireless communications, as a condition of service. Such contract shall be for service at a single premises or for an existing group of transportation Customers served under Rider 25, Firm Transportation Service. The contract shall specify an initial Storage Banking Service of 30 times the Customer's Maximum Daily Contract Quantity. Customers may stipulate a Firm Backup Service level, which shall not be reduced for a period of 12 months.

Upon the acceptance of a properly executed contract, the Company shall install a daily usage recording device. For requests between May 1 and September 30, the Customer shall be placed on the requested Rate effective with the billing period beginning after acceptance of the contract. For requests accepted between October 1 and April 30, the Customer shall be placed on the requested Rate effective with the second billing period after acceptance of the contract.

Individual Customers may request to be added to a Group after the daily usage recording device is working properly. In the event the Customer's telephone line is not present or working properly or if other uninterrupted wireless communication is not available at the Customer's existing metering location at the time the recording device is to be installed, the Customer shall be placed on Rate 4 - Rider 25, Firm Transportation Service for a period of not less than 12 months.

Termination of Transportation Service.

Customers served under Rider 25 or a transportation service rate (Rates 74, 75, 76 and 77) may revert to sales service by submitting a completed Transportation Cancellation Letter of Agreement provided by the Company.

Additional Facilities.

If additional facilities are required by the Company to deliver Customer-owned gas to the Customer's premises, the Customer shall reimburse the Company for all costs thereof prior to initiation of service hereunder.

Quality of Gas.

The quality of Customer-owned gas shall meet or exceed the specifications contained in 83 Illinois Administrative Code, Section 530.10 and Section 530.15. Customer-owned gas which does not meet such specifications shall be subject to the Company's approval and may be refused by the Company.

(Continued On Sheet No. 47)

Terms and Conditions

(Continued From Sheet No. 46)

Unaccounted-For Gas Adjustment.

All Customer-owned gas delivered to the Company shall be reduced by the unaccounted-for gas percentage determined annually for the most recent 12 months ended June 30 to be effective the following September 1.

* **Maximum Daily Contract Quantity Determination.**

The initial Maximum Daily Contract Quantity of a Customer without 12 months daily metering history, or for whom daily metering information is not available, shall be determined from the Customer's maximum billing period usage from the previous calendar year's billing history, adjusted to a 30-day basis, according to the following formula:

$$\frac{\text{Peak Billing Period Therms} \times 30}{\text{Billing Period Days} \times 21}$$

The initial Maximum Daily Contract Quantity of Customers with at least 12 months of daily metering history will be determined by the greater of:

- a. the highest daily usage from the previous 12 months as recorded by the metering device; or
- b. The results of a regression analysis on the usage of the most recent calendar year for January, February, and December as recorded by the metering device and applied to a 79-degree day.

Thereafter, annually, the Company shall predetermine the Maximum Daily Contract Quantity of Customers based on the previous calendar year. Customers shall be informed of the applicable Maximum Daily Contract Quantity by April 1 of each year. If the predetermined Maximum Daily Contract Quantity is within five percent (5%) of the previous year's Maximum Daily Contract Quantity, no change will be made. The Maximum Daily Contract Quantity so determined shall be effective for the next 12 billing months beginning with the Customer's first bill with an ending meter reading after June 1. The Company may accept a change to a Customer's MDCQ provided it can be substantiated. The Company reserves the right to refuse to enter into any contract which specifies an unreasonably high Maximum Daily Contract Quantity.

To determine a Maximum Daily Contract Quantity for a Group served under Rider 16, Supplier Aggregation Service, base use heat use factors will be applied to a 79 degree day in January.

Critical Day Definition.

A Critical Day shall be a day which may be declared by the Company whenever any of the following five conditions occurs or is anticipated to occur: (a) when the Company experiences failure of transmission, distribution, gas storage or gas manufacturing facilities; (b) when transmission system pressures or other unusual conditions jeopardize the operation of the Company's system; (c) when the Company's transmission, storage, and supply resources are being used at or near their maximum rated deliverability; (d) when any of the Company's transporters or suppliers call the equivalent of a Critical Day; or (e) when the Company is unable to fulfill its firm contractual obligations or otherwise when necessary to maintain the overall operational integrity of all or a portion of the Company's system.

(Continued On Sheet No. 48)

Terms and Conditions

(Continued From Sheet No. 47)

A Critical Day shall be declared by 8:00 A.M. the day prior to the Critical Day. The calling of a Critical Day shall be limited to the period from November 1 through April 30. Notice of a Critical Day will be posted on the Company's electronic bulletin board and via a recorded dial-in message.

*** Operational Flow Order (OFO)**

As provided for in Rider 16, Supplier Aggregation Service, the Company may impose an Operational Flow Order ("OFO") in order to adequately maintain its system. The Company shall first request Customers and Suppliers to voluntarily take actions to alleviate the supply situation that is threatening operational integrity, to the extent possible. If such voluntary actions do not alleviate the situation, the Company will implement an OFO. Customers and Suppliers will be notified of any OFO at least two (2) hours before the North American Energy Standards Board Timely nomination deadline on the interstate pipelines that interconnect with the Company's facilities. All OFOs will be posted on the Company's electronic bulletin board and via a recorded dial-in message. An e-mail notification will be made to customers requesting such notification and providing appropriate contact information. However, failure to receive e-mail notification shall not reduce the customer's obligations to comply with the OFO.

On days when an OFO is imposed as a result of the Company needing Customers and Suppliers to decrease their nominations (OFO Surplus Day), non-Customer Select transportation Customers shall have their Required Daily Delivery Range defined as a minimum of zero (0) and a maximum equal to the lesser of their MDN or MDCQ.

On days when an OFO is imposed as a result of the Company needing Customers and Suppliers to increase their nominations (OFO Shortage Day), non-Customer Select transportation Customers shall have their Required Daily Delivery Range defined as a minimum equal to their usage on that day less any gas that is available to be withdrawn from their storage, up to a maximum of the Customer's Storage Withdrawal Factor (SWF) times 0.017 times the Customer's Storage Banking Service capacity, and a maximum of the Customer's MDCQ times two (2).

OFO Cap Day

The Company reserves the right to limit, on any day, the volumes of Customer-owned gas delivered into the Company's system when, in the Company's sole judgment, the total gas supply to be delivered into the Company's system may cause an adverse effect on system operations.

Priority of Supply

On a Critical Day, an OFO Day (on any day an OFO is imposed), or an OFO Cap Day, when operating conditions at any receipt point(s) are such that deliveries of gas to the Company would interfere with deliveries of gas stored by the Company or exceed the Company's take-away capacity, the Company shall accept gas supplies at that receipt point(s) in the following order: 1) firm pipeline capacity with the Company designated as primary delivery point; 2) firm pipeline capacity with the Company designated as secondary delivery point; and 3) interruptible transportation and authorized excess transportation. If gas supplies are such that all gas supplies in a given priority category cannot be accepted, the gas supplies in that priority category will be prorated.

(Continued On Sheet No. 49)

Terms and Conditions

(Continued From Sheet No. 48)

*** Transportation Limitations and Amounts.**

Daily Nominations will be accepted if received electronically by the Company no later than the North American Energy Standards Board Timely nomination deadline (1:00 P.M. Central Time) on the business day prior to the gas day the Nomination is to be effective. The deadline for Nominations by any method other than the Company's electronic bulletin board is 9:30 A.M. on the business day prior to the gas day the Nomination is to be effective.

Nominations will also be accepted if received electronically by the Company no later than 4:00 P.M. (Evening Cycle Nomination) on the business day prior to the gas day the Evening Cycle Nomination is to be effective, provided however, that the aggregate volume of Evening Cycle Nominations received does not exceed the available Evening Cycle quantity posted on the Company's electronic bulletin board by 2:30 P.M. For all gas days other than OFO Surplus or OFO Cap gas days, the Company shall make available a minimum of 200,000 therms of Evening Cycle Nominations in its 2:30 P.M. posting. Evening Cycle Nominations received in excess of the posted available volume will be adjusted downward on a prorated basis. Customers may request a correction to an inadvertent pipeline designation error, when available evening cycle nomination rights are insufficient, by contacting the nominations desk no later than 4:00 P.M. on the business day prior to the gas day when Evening Cycle Nominations become effective. Corrections shall be made as long as the total volumes scheduled by the Customer do not increase and the correction does not have any adverse operational impact on the Company.

Changes to daily Nominations necessitated by the pipeline interruptions of Customer-owned gas supplies will be accepted if received by the Company and verified by the pipeline no later than 8:00 A.M. of the day the Nomination change is to be effective. On a Critical Day or an OFO Day, Nominations will be accepted if received by the Company no later than 8:00 A.M. of the day the nomination change is to be effective.

Maximum Daily Nominations.

From November 1 through March 31 of each year, Nominations may not exceed two (2) times the Customer's Maximum Daily Contract Quantity (MDCQ). From April 1 through October 31 of each year, Maximum Daily Nominations (MDN) may not exceed the simple daily average of the Customer's usage for that calendar month in the immediately preceding year plus twenty-five (25) percent of the Customer's allowed storage capacity calculated on a daily basis. Such MDN information will be provided by the Company to the Customer. The Company shall accept anticipated monthly usage provided it is substantiated by the Customer.

The Company shall not, on any day, be obligated to accept Customer-owned gas at any location when Nomination of Customer-owned gas does not conform to procedures established herein.

Order of Deliveries.

On any day, gas shall be delivered to the Customer as follows:

- a. Requested Authorized Use;
- b. Deliveries of Customer-owned gas to the Company from an interstate pipeline;
- c. Customer-owned gas withdrawn from storage under provisions of Storage Banking Service;
- d. Company-supplied gas under the Firm Backup Service;
- e. Authorized Use; and
- f. Unauthorized Use or OFO Non-Performance use.

(Continued On Sheet No. 50)

Terms and Conditions

(Continued From Sheet No. 49)

*** Storage Banking Service and Firm Backup Service.**

Supplies for Critical Day use may be contracted for under Storage Banking Service (SBS) and Firm Backup Service (FBS). The Storage Banking Service capacity selected must be a minimum of 1 times the Customer's MDCQ. SBS capacity up to 30 times the Customer's MDCQ will be available. Additional SBS capacity greater than 30 times the Customer's MDCQ may be requested. Unsubscribed SBS capacity (as determined by the Company) will be allocated by the Company to all Customers requesting capacity exceeding 30 times their MDCQ.

On November 1, a Customer that can annually subscribe to SBS shall have their elected SBS capacity filled to a minimum of ninety (90) percent. A Storage Withdrawal Factor (SWF), expressed as a numerical value not to exceed 1.0, shall be determined by dividing the Customer's November 1 SBS inventory balance by 90% of their then effective SBS capacity. Any SWF value greater than or equal to 1.0 shall be 1.0. Any SWF less than 1.0 shall be rounded up to the next 0.01. A Customer's SWF shall be effective beginning November 15 of each year. From November 1 through 14, a Customer's SWF shall be one (1.0). A Customer's SWF shall be applied to their individual SBS withdrawals rights and serve to reduce their withdrawal rights on any Critical Day or OFO Shortage Day. Customers taking service under Rider 25 shall have their SWF computed based on the billing period which either crosses November 1 or includes November 1 as the bill ending date, however, such SWF shall only be applicable should Customer subsequently subscribe to transportation service under Rates 74, 75, 76 or 77.

Terms available for withdrawal from storage on a Critical Day or OFO Shortage Day shall be limited to a Customer's SWF times 0.017 times the Customer's Storage Banking Service capacity. Storage withdrawals are deemed to occur when Customer usage exceeds any available Requested Authorized Use and Customer-owned gas delivered.

A Customer may contract for delivery of Company-supplied gas under Firm Backup Service. The Company will provide gas up to the Firm Backup Service quantity on any day, including a Critical Day.

The Customer shall specify the SBS and FBS levels when initially contracting for service under any transportation rate, with the exception of Rider 25.

A request for a transfer to a firm sales service rate, or a rate or rider which provides for a higher level of SBS or FBS, will be treated as a request for a change in the SBS or FBS.

An entity taking service at more than one location may contract for service as a Group. Each member of the Group shall individually contract for SBS and FBS. Nominations, SBS and FBS will be monitored at the group level in aggregate. However, on a Critical Day or an OFO Shortage Day, Customers will be monitored on an individual basis for compliance with SBS and FBS selections. Customers electing service under Rider 25 will not be permitted to form a group with Customers electing service under any other transportation rate.

(Continued On Sheet No. 50.1)

Terms and Conditions

(Continued From Sheet No. 50)

*** SBS and FBS Selections.**

Annually, by March 1, the Company shall notify Customers of their Storage Banking Service (SBS) capacity and Firm Backup Service (FBS) quantity. SBS capacity will be shown at the higher of 30 times the Customer's Maximum Daily Contract Quantity (MDCQ) or the Customer's requested amount. Any change to the SBS capacity or FBS quantity, as shown on the Company's notice, must be requested by April 1 and be based on the MDCQ effective June 1. A Customer's previous request for SBS will be considered each April 1 regardless of whether or not the Customer's request was accepted for the current period. The Company will notify Customers of additional SBS capacity awarded by May 1 and will accept a change to FBS quantity prior to June 1.

Requests for higher SBS and FBS levels will be treated in the same manner as requests by a new Customer of similar size requesting service. Requests for reduced SBS and FBS levels, as provided for in the Tariff, will be permitted. If any change can be accommodated without impairing the Company's operations or adversely affecting costs, in the Company's discretion, such change will be permitted on a mutually agreeable date. Any accepted increase in FBS service shall be for a period of not less than 12 months and any requests to reduce FBS will not be allowed until the anniversary date following the 12-month period. If no such notification is received, in writing, from Customer, current selections will stay in effect for the next 12 billing months beginning with the Customer's first bill with an ending meter reading after June 1.

The Company reserves the right to lower a Customer's service selections if current selections are in violation of these rates and riders based on the Customer's predetermined MDCQ.

(Continued On Sheet No. 51)

Terms and Conditions

(Continued From Sheet No. 50.1)

*** Requested Authorized Use.**

Requested Authorized Use shall be available only upon prior request by the Customer and upon authorization by the Company. Authorization shall be granted only on a daily basis in volumes not to exceed the Maximum Daily Contract Quantity. Requested Authorized Use gas shall be accounted for as the first gas delivered on any day for which it has been authorized. If the volume of such Requested Authorized Use is greater than the Customer's usage on any day, the difference shall be accounted for as Customer-owned gas in storage. Requested Authorized Use is not applicable to Rider 25 customers.

Authorization shall be granted only upon determination by the Company that availability of Requested Authorized Use gas will not adversely affect the Company's operations or its cost of gas supplies.

Authorized Use.

Authorized Use in a billing period shall be the sum of Daily Authorized Use.

Daily Authorized Use shall be usage on any day, other than a Critical Day or an OFO Shortage Day, in excess of the sum of: (a) Requested Authorized Use; (b) the volume of Customer-owned gas delivered to the Company less unaccounted-for gas; (c) Customer storage withdrawals; and (d) the contracted for quantity of Firm Backup Service.

Daily Authorized Use shall also be usage on any Critical Day or an OFO Shortage Day of any Company-owned gas within the limitations of the Storage Banking Service. Authorized Use on any Critical Day or an OFO Shortage Day outside the limitations of the Storage Banking Service is not available.

Unauthorized Use.

Unauthorized Use in a billing period shall be the sum of Daily Unauthorized Use.

Daily Unauthorized Use shall be usage on any Critical Day in excess of the sum of: (a) Requested Authorized Use; (b) the volume of Customer-owned gas delivered to the Company less unaccounted for gas; (c) storage withdrawals as limited by SBS; (d) the contracted for quantity of Firm Backup Service; and (e) Authorized Use within the limitations of the SBS.

Payment of the additional charge for Unauthorized Use shall not, under any circumstances, give the Customer the right to Unauthorized Use, nor shall such payment exclude or limit the Company's right to discontinue service to the Customer for Unauthorized Use.

- * Unauthorized Use which causes interference with the Company's operations or service to any other Customer of the Company shall make the Customer subject to termination of gas service hereunder upon one (1) hour notice from the Company.

(Continued On Sheet No. 52)

Terms and Conditions

(Continued From Sheet No. 51)

Customer-owned Gas.

Customer warrants that it owns and has clear title to all Customer-owned gas delivered to the Company for transportation and/or storage under any rate or rider. Customer grants Company a first lien upon and security interest in all Customer-owned gas delivered to the Company, as security for payment of all current and future charges of the Company under any rate or rider.

If bankruptcy or other insolvency proceedings are commenced by or against a transportation/storage Customer, all gas transported and gas used by Customer after commencement of the bankruptcy/insolvency proceedings shall be separately billed and accounted for. A Customer who desires to continue receiving gas service during the pendency of such proceedings shall immediately notify the Company of the proceedings, provide adequate assurance of payment for post-petition sales or transportation service and comply with the provisions of the applicable rate/riders, including but not limited to maintaining any required minimum storage balance.

* **Finaled Accounts of Transportation/Storage Customers.**

An account is considered finaled when the customer is no longer receiving any service from the Company at the existing premises. For finaled accounts, Transportation/Storage customers will have the option of: 1) transferring the storage balance to another account of common ownership; or 2) having the gas valued at the price reported in Natural Gas Week, or a similar publication if Natural Gas Week is not available, for Chicago area spot gas times 0.90. The price used will be the most current published price prior to the date the account was finaled, with the value applied first to payment of any unpaid charges under any rate or rider.

In the event the account is finaled due to bankruptcy, gas in storage shall be valued as in 2) above, with the value applied first to payment of any unpaid charges under any rate or rider. Any amounts remaining after payment of unpaid charges will be forwarded to the Customer or as directed by a court of competent jurisdiction.

Fee for Group Changes.

A \$25.00 service fee shall be assessed to any Customer entering or leaving a previously established group.

Telephone and Wireless Communication Service Outages.

Company reserves the right to bill Customers for each service call to investigate or repair the recording device if such service call is the sole result of a Customer's telephone line service outage or other wireless communication service interruptions not caused by the Company. Frequent or prolonged telephone service outages or repeated interruptions in other wireless communication equipment due to the Customer's negligence or failure to properly protect the Company's communications equipment may result, at the sole discretion of the Company, in the Customer being removed from their current rate and placed on either Rate 4 or Rate 5 and Rider 25, Firm Transportation Service, for a period of 12 months.

(Continued On Sheet No. 52.5)

Terms and Conditions

(Continued From Sheet No. 52)

Use of Company Supplies.

Transportation Customers relying on Authorized Use to meet substantially all of their usage requirements for an extended period will be served only under Rider 25, Firm Transportation Service.

Excess Storage Balance Transfers.

An Agent, Customer or Group Manager may request a transfer of any excess storage balance as of the end of a billing period to another Customer or Group manager. The selling party must submit the request, in writing, specifying the therms to be transferred, and the accounts transferring and receiving the storage balance. Requests for transfers of excess storage will be accepted up to 20 days after the date of issue of the bill containing the excess storage charge. Such excess balance transfer shall be effective with the beginning storage balance for the month in which the request is made. A fee of \$15.00 will be assessed to the account from which the transfer is being made.

* **Trading of Stored Gas.**

For customers served under the following applicable rates 74, 75, 76, 77 and Riders 13, 25 and 34, an Agent, Customer or Group Manager may, at the end of a billing period, request a transfer of a quantity of gas in storage to any other rate 74, 75, 76, 77 or Rider 13, 25 or 34 account to be effective with the beginning of the next billing period. The transferring party must submit the request, in writing, specifying the quantity of therms to be transferred, the transferring account or group number and the account or group number receiving the equal quantity of stored gas. Transfers may not result in less than a zero (0) balance for the transferring party or an excess storage condition for the receiving party. Transfers may not eliminate imbalance penalties. Requests for transfers must be received no later than fifteen (15) days after the issue date of the prior bill. Storage balance transfers for both the transferring and receiving customer shall be effective with the beginning storage balance for the subsequent bill period after which the request is made. A fee of \$15.00 will be assessed to the account from which the transfer is being made.

Transfers of SBS and FBS.

An Agent, Customer, or Group Manager may request to transfer a quantity of Storage Banking Service (SBS) capacity, including its associated withdrawal rights, or Firm Backup Service (FBS) therms from a Customer served under Rate 74, 75, 76 or 77 to another Customer served under Rate 74, 75, 76 or 77. The transferring party must make the request, in writing, specifying the SBS capacity or FBS therms to be transferred, and the transferring and receiving accounts. The transfer will be effective for each party on the first day of the billing period after the request is received by the Company and will stay in effect for the remainder of the contract period or until another transfer is initiated. Customers must retain a minimum SBS capacity of 1 MDCQ. A fee of \$35.00 will be assessed to the account from which a transfer is being made.

Third Party Billing Service.

Any third party desiring to have the Company to include its charges to the customer on the Company's bill shall enter into the Company's standard contract that stipulates the procedures to be followed. The Company will provide up to six (6) standard lines of text that may be used by the third party. The Company will process customer payments in a timely manner and will electronically forward payments to the third party's bank account and notify the third party of the customer's payment on a daily basis. The fee for billing and payment processing will be \$0.25 per bill. If the third party would like additional services with respect to billing, the Company and third party will negotiate in good faith the fees for such additional services. The Company will report these additional services and fees to the Illinois Commerce Commission as assurance that any such additional services and fees are being offered on a non-discriminatory basis.

(Continued On Sheet No. 53)

Terms and Conditions

*(Continued From Sheet No. 52.5)



Nicor Gas P.O. Box 190
Gas Transportation Aurora, IL 60507-0190
Customer Service Center 630 983-4040

Company Use Only
Sequence ID

Transportation Cancellation Letter of Agreement

Dear Nicor Gas:

You, Nicor Gas ("Nicor Gas") and I, the Customer ("Customer"), are parties to a contract for Transportation Service.

I wish to cancel service under this Transportation Service Contract by executing this Letter of Agreement per the option selected below. I understand that I am responsible for notifying my broker or supplier that I am canceling transportation service and returning to sales service, and that I am responsible for any outstanding obligations for payment, including any remaining monthly administration fees and/or telemetering device charges (if cancellation is prior to the initial 12-month period).

I also understand that, if I have a multiple accounts contract with Nicor Gas, I have the option of either canceling service for the entire group or canceling service for certain accounts in my group which I have listed on the reverse side of this Letter of Agreement, while maintaining transportation service for the remaining accounts. I understand by leaving the group, my account will be assessed a group change fee.

I wish to cancel my existing Transportation Service Contract for the account(s) checked:

1. Individual Account Entire Group

Choose one of the following options:

I wish to remain on transportation service and pay applicable charges under Rider 25 until all Customer-owned gas for my account(s) is/are depleted.

I wish to cancel my contract effective with the first complete billing period subsequent to the date this Letter of Agreement is received by Nicor Gas, thereby assigning to Nicor Gas any Customer-owned gas received or stored on behalf of my account(s) by Nicor Gas as of the ending date of such billing period. I further warrant that I have clear title to any such assigned gas and agree to provide Nicor Gas on demand sufficient documentation of such clear title.

2. Certain Accounts within a group. List accounts on reverse side.

By so executing this Letter of Agreement, I understand and agree to cancel Transportation Service for the account(s) indicated below and on the reverse side of this Letter of Agreement, and that such account(s) will return to sales service. I further understand and agree that I will not be permitted to transport Customer-owned gas for such account(s) for one (1) year from the date this Agreement becomes effective.

Company Use Only	
<i>Revised Group Data (if applicable)</i>	
Maximum Daily Contract Quantity (MDCQ) _____	
Maximum Daily Nomination: _____	
Apr _____	May _____
June _____	July _____
Aug _____	Sept _____
Oct _____	
For the Company	
Date received from customer _____	
Accepted by _____	
Official Capacity _____	
Date Accepted _____	
For the Customer – Yellow Shaded Area Required	
Date _____	
Customer Name _____	
Print Name _____	Signature _____
Official Capacity _____	
Telephone _____	Fax _____
Email Address _____	
Nicor Gas Account or Group No. _____	
New Billing Address, if applicable _____	

(Continued On Sheet No. 54)