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**Rider 16  
Supplier Aggregation Service**

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(Continued From Sheet No. 75.6)

Failure of the Supplier to deliver gas within the Required Daily Delivery Range on a daily basis or within two percent of the sum of Required Daily Deliveries on a monthly basis, will result in Non-Performance Charges, as specified above. The Company reserves the right to refuse to accept gas quantities in excess of the Required Daily Delivery Range.

**Storage.**

Each Group shall be assigned storage capacity at the rate of 26 times the Group's MDCQ. Additionally, storage capacity of four times the Group's MDCQ prior to March 1, 2002 and six times the Group's MDCQ, thereafter, will be filled by the Group with commodity to two and three times the Group's MDCQ respectively. Such commodity and storage capacity will be held to balance deliveries, use and storage for the Group. The amount of gas to be injected or withdrawn from storage shall be determined by the Company and included in the determination of Required Daily Deliveries. Such amounts shall be determined, in the Company's sole discretion, consistent with the Company's storage activity plan, the estimated requirements of the Group as determined by the Company and the amount of gas held in storage for the Group.

**Bill Issue Date.**

A calendar month-end bill shall be issued to the Supplier showing the amount of gas received, storage activity and amount delivered to Group members. The amount of gas delivered to Group members shall be determined by the metered use of Group members adjusted by estimated use, based on base use and heat use factors, for the unmetered periods of the month.

\* **Month-End Cash Out.**

At the end of each month, the Company shall compare the total amount of Required Daily Deliveries for the Group adjusted for unaccounted-for gas, to the amount delivered to Customers and injected or withdrawn from storage. The storage activity will be based upon the Group's proportion of the Company's storage plan for the month as determined at the beginning of the storage withdrawal season, normally the period of November through April, and the storage injection season, normally the period of May through October. Any over or under delivery up to two times the Group's MDCQ prior to March 1, 2002, and three times the Group's MDCQ, thereafter, shall be carried forward to a succeeding month and reflected in the Required Daily Deliveries. Any excess over or under delivery shall be cashed out, (i.e., purchased from or sold to the Group) at the Monthly Market Price as defined above and shall appear as either a charge (under delivery) or a credit (over delivery) on the Supplier's bill.

\* **Company and Supplier Contract.**

Upon payment of the Application Charge, the Company and Supplier shall enter into a Supplier Aggregation Agreement, in a form specified by the Company, which shall specify the obligations of the Supplier under Riders 15 and 16. The Company shall evaluate the capabilities of the Supplier. Supplier shall provide adequate assurances of payment to the Company in the form of a cash deposit, letter of credit or parental guarantee, at the Company's discretion, in an amount equal to the estimated maximum daily contract quantity, in therms, of Customers served by the Supplier, multiplied by \$2.00 per therm. Such amount shall be determined based on the Customers served by the Supplier.

(Continued On Sheet No. 75.8)

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**Rider 16  
Supplier Aggregation Service**

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(Continued From Sheet No. 75.7)

The Supplier shall annually provide proof, by affidavit, of firm supply to the Company's interconnection with a pipeline sufficient to provide a minimum of 32 percent of the Group's maximum daily contract quantity as of October 1, for the period November 1 through March 31, and for each corresponding period thereafter. Each Supplier must warrant that neither it, nor its firm supplier, if applicable, has any firm obligations that are in conflict with the capacity to be used to serve Rider 15 Customers. In the event the Supplier does not provide the required affidavit by November 1 of each year, the Company shall charge the Supplier the Company's Non-Commodity Gas Cost (NCGC), in place of the ABSC, as filed from time to time as part of Rider 6, Gas Supply Cost, times the Supplier's Customers' use for each billing period from November 1 through March 31.

**System Operational Controls.**

The Company shall maintain actual physical and operational control of all storage, transmission, distribution and other facilities on its system. Each shipper shall provide the Company with the names of at least two persons, along with their telephone and telefax numbers, for the Company to contact on operating matters (including Operational Flow Orders and Critical Day notices) at any time, on a 24-hour a day and 365-day a year basis. Such contact persons must have the proper authority and adequate expertise to handle such operating matters.

If the Company, in its sole discretion, determines that a situation is or may be developing that would impede the efficient operation of the system in which adequate pressures may not be maintained or overall operational integrity could be threatened, or if such an event actually occurs, the Company is empowered to take such action it deems necessary to alleviate the situation so that it can provide safe and reliable service.

To alleviate the situation, the Company shall first request Suppliers to voluntarily increase or decrease nominations to the system, shift nominated volumes from certain pipeline citygate stations to other pipeline citygate stations, or take other actions that would alleviate the situation.

Beginning March 1, 2002, in the event such voluntary actions do not alleviate the situation, the Company will implement an Operation Flow Order ("OFO"). Suppliers will be notified of any OFO at least two hours before the Gas Industry Standards Board nomination deadline on the interstate pipelines that interconnect with the Company's facilities. Such OFO could change Required Daily Delivery and the Required Daily Delivery Range for the Suppliers. In addition, the Company may limit the quantity of gas accepted at certain citygate stations in a manner consistent with the Priority of Supply provision as described in Terms and Conditions. It is the Supplier's responsibility to arrange for delivery to any non-constrained citygate station. If such actions are insufficient to alleviate the situation, or if there is not sufficient time to implement the actions, the Company reserves the right to unilaterally take such actions as may be necessary to maintain system pressure and preserve the overall integrity of the Company's system (or any portion thereof) in the most cost effective manner available. The Company is authorized to use all the resources of its system to such ends, through the integrated operation of storage and supply received into the system, even though gas affected by such actions is not owned by the Company. Any such costs incurred to maintain the system under an OFO will be recovered from sales customers and participating Suppliers, though the Company's Rider 6, Gas Supply Cost, with a credit applied for any Operational Flow Order Non-Performance charges.

(Continued On Sheet No. 75.9)

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Items in which there are changes are preceded by an asterisk (\*)

Effective  
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