

STIPULATED AGREEMENT FOR SECOND EXTENSION OF TIME

This Stipulated Agreement for Second Extension of Time ("Second Stipulation") is entered into by and among the Staff Witnesses ("Staff") of the Illinois Commerce Commission ("Commission"), Citizens Utility Board ("CUB"), Citizen Action/Illinois and AARP (collectively, "AARP"), and Illinois Energy Savings Corp. d/b/a U.S. Energy Savings Corp. ("USESC"). Staff, CUB, AARP and USESC are sometimes individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, on March 3, 2008, CUB and AARP filed their Verified Original Complaint ("Complaint") initiating ICC Docket 08-0175, and on April 23, 2008, USESC filed an Answer ("Answer") and a Motion to Dismiss the Claims in Sections V, VI and VII of the Complaint ("Motion to Dismiss").

WHEREAS, USESC is an alternative gas supplier as defined under 220 ILCS 5/19 (the "Alternative Gas Supplier Law") of the Public Utilities Act ("PUA") and that the Complaint raises claims under the Alternative Gas Supplier Law. (Complaint at 5, Answer at 5).

WHEREAS, pursuant to that certain Stipulated Agreement for Extension of Time dated June 19, 2008 ("First Stipulation"), the Parties agreed to extend the timeframe relating to the Complaint to May 1, 2009.

WHEREAS, the Parties acknowledge and agree that a second extension of time would permit all Parties to more effectively pursue their individual interests in Docket 08-0175 and consequently desire to enter into this Second Stipulation to extend the timeframe relating to the Complaint to June 30, 2009.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Second Stipulation, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. **Recitals**. The foregoing Recitals are incorporated in this Second Stipulation as if fully set forth herein.

2. **Authority**. Each Party hereto represents to the other Parties that such party has the full power and authority to enter into this Second Stipulation and that this Second Stipulation constitutes a valid and binding obligation of such Party and all persons or entities represented by such Party, enforceable in accordance with its terms.

3. **Positions of Parties**. With respect to the application of the one year time frame set forth in Section 10-108 of the PUA, each Party continues to maintain its position set forth in Attachment A attached to the First Stipulation.

4. **Extension of Time**. In order to facilitate the proceeding in Docket 08-0175, the Parties, whether or not they agree an extension is necessary under the PUA, nevertheless hereby agree, in accordance with the provisions of Section 10-108 of the PUA, to the extent applicable, to extend the one year period of time set forth in Section 10-108 of the PUA for the Commission to make and render findings concerning the subject matter and facts complained of in the Complaint for an additional period of sixty (60) days from May 1, 2009 to June 30, 2009, and to establish an initial case schedule in accordance with such extension of time. By establishing an initial case schedule, the Parties do not waive any right to seek modifications to that schedule as needed as the

case progresses. The Parties acknowledge and agree that by entering into this Stipulation, they each waive any right to challenge the extension of time set forth in this Section 4 but retain and do not waive any right to challenge any proposed additional extensions of time, unless such additional extensions of time are agreed to by all Parties in writing.

5. **Entire Agreement.** This Second Stipulation constitutes the entire agreement of the Parties.

6. **Construction.** The Parties acknowledge and agree that each Party has been represented by counsel that has reviewed and revised this Second Stipulation and that no rule of construction that would resolve ambiguities against the drafting Party shall apply in connection with the interpretation of this Second Stipulation.

7. **Counterparts.** This Second Stipulation may be executed in counterparts and shall constitute one agreement binding upon each Party as soon as its counterpart is executed notwithstanding the fact that signatures of all Parties do not appear on the same page.

In Witness Whereof, for the consideration set forth herein and other good and valuable consideration, the Parties have executed this Second Stipulation effective as of this 20th day of June, 2008.

STAFF WITNESSES of the ILLINOIS COMMERCE COMMISSION

By:  _____
One of their authorized attorneys

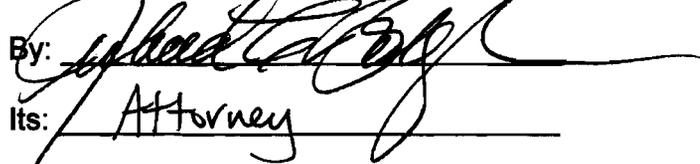
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