

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
~~1st~~2nd Revised Sheet No. 11.5
(Canceling ~~1st Revised~~Original
Sheet No. 11.5, Effective April
11, 2006~~November 22, 2005~~)

**Rate 5
Seasonal Use Service**

Availability.

This rate is available to any eligible non-residential Customer using the Company's gas service for minimal winter use. To be eligible for Seasonal Use Service, the Customer's winter use (billing months ending January 1 through April 30) must be less than five (5) percent of the total annual usage during the twelve (12) billing months ending with the April billing month. Billing month shall be defined by the ending date of the bill period. Eligibility will be determined in May of each year. Eligibility shall be further contingent upon; (i) the request by a qualified Customer, (ii) Customer receiving gas service for the twelve (12) consecutive months ending with the April bill, and (iii) Customer utilizing no more than 250,000 therms during such 12 month period. Customers deemed ineligible for this rate shall be placed on Rate 4, General Service for a period of one (1) year.

* Charges shall be the sum of (a), (b) and (c).

(a) **Monthly Customer Charge**

The Monthly Customer Charge shall be based on meter class capacity in cubic feet per hour (cfh) at low pressure delivery as follows:

	<u>Meter Class</u>
\$ 25.85 18.00 per month	A. (less than 1,000 cfh)
\$ 82.60 57.50 per month	B. (1,000-10,000 cfh)
\$ 1870.45 130.50 per month	C. (greater than 10,000 cfh)

(b) **Distribution Charge**

(Effective as of April 11, 2006)

~~3.48¢~~ per therm
~~2.94¢~~ per therm

Distribution Charge

(Effective as of January 1, 2007)

~~5.093~~.39¢ per therm January through April
~~4.552~~.85¢ per therm May through December

Billing Months

(c) **Gas Supply Cost**

The Gas Cost (GC) per therm supplied in the month as determined in accordance with the Company's Rider 6, Gas Supply Cost.

* **Term of Contract.**

The initial term of contract hereunder shall be one year, except that the Customer may convert to Rates 4, 6 or 7 at any time.

The initial term shall commence when the Company begins to supply service gas hereunder and, after the expiration of such initial term, the contract shall be automatically renewed each year for a period of one year. The Customer shall have the right to terminate service under the contract at the end of any month on 30 days' written notice to the Company; provided, however, that in the event of termination, all amounts due the Company shall forthwith be paid, including the Monthly Customer Charge for the unexpired portion of the initial term of contract.

General.

The Schedule of which this rate is a part includes certain general Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate.

Filed with the Illinois Commerce Commission on ~~April 29, 2008~~ April 4, 2006

Issued pursuant to Order on Rehearing by the Illinois Commerce Commission
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Items in which there are changes are preceded by an asterisk (*)

Effective ~~June 13, 2008~~ April
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Issued by - Gerald P. O'Connor
Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
~~4th~~^{5th} Revised Sheet No. 12
(Canceling ~~4th~~^{3rd} Revised Sheet
No. 12, Effective April 11,
~~2006~~November 22, 2005)

**Rate 6
Large General Service**

Availability.

This rate is available to any Customer using the Company's gas service for general purposes.

* **Charges shall be the sum of (a), (b) and (c).**

(a) Monthly Customer Charge
\$1,868.00~~449.00~~ per month.

(b) Distribution Charge
2.66¢ per therm for all therms supplied to the Customer in the month.

(c) Gas Supply Cost
The Gas Supply Cost charge shall be the sum of: (1) ~~0.49053~~ times the Customer's Maximum Daily Contract Quantity multiplied by the Demand Gas Cost (DGC); and (2) the Commodity Gas Cost (CGC) multiplied by the Customer's usage supplied by the Company in the billing period, each such component as applicable in Rider 6, Gas Supply Cost for the billing period.

Minimum Monthly Charge.

The minimum monthly bill shall be the sum of \$3,500 plus the Gas Supply Cost as defined herein.

* **Contract.**

The initial term of contract hereunder shall be one year.

The initial term shall commence when the Company begins to supply ~~service~~ gas hereunder and, after the expiration of such initial term, the contract shall be automatically renewed each year for a period of one year. The Customer shall have the right to terminate service under the contract at the end of any month on 30 days' written notice to the Company; provided, however, that in the event of termination, all amounts due the Company shall forthwith be paid, including the Minimum Monthly Charge for the unexpired portion of the initial term of contract.

The contract will specify the Maximum Daily Contract Quantity. Customer shall provide a telephone line conforming to the specifications of the Company's metering equipment and the daily usage recording device. Usage on any gas day in excess of the Maximum Daily Contract Quantity shall be subject to Unauthorized Use, except that, supply conditions permitting in the sole judgment of the Company, the Customer may elect to establish a new Maximum Daily Contract Quantity, effective with the billing period in which such excess occurs in lieu of payment of these charges. Such Maximum Daily Contract Quantity shall be effective for a one-year period, unless exceeded during the period. For each therm of Unauthorized Use, the charge shall be the sum of \$6.00 plus the Rider 6 Gas Cost (GC).

General.

The Schedule of which this rate is a part includes certain general Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate.

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Issued by - Gerald P. O'Connor
Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
4~~th~~^{5th} Revised Sheet No. 13
(Canceling 4~~th~~^{3rd} Revised Sheet
No. 13, Effective April 11,
~~2006~~November 22, 2005)

**Rate 7
Large Volume Service**

Availability.

This rate is available to any Customer using the Company's gas service.

*** Charges shall be the sum of (a), (b), (c) and (d).**

- (a) Monthly Customer Charge
\$~~1,482.00~~^{1,008}37.00 per month.
- (b) Demand Charge
167.83~~111.89~~¢ per therm Terms of Peak Billing Demand for the Month
12.788.52¢ per therm for the first 10,000
for all over 10,000
- (c) Commodity Charge
0.52¢ for all therms supplied to the Customer in the month.
- (d) Gas Supply Cost
The Gas Supply Cost charge shall be the sum of: (1) ~~0.490.53~~ times the Customer's Maximum Daily Contract Quantity multiplied by the Demand Gas Cost (DGC); and (2) the Commodity Gas Cost (CGC) multiplied by the Customer's usage supplied by the Company in the billing period, each such component as applicable in Rider 6, Gas Supply Cost for the billing period.

*** Minimum Monthly Charge.**

The minimum monthly bill shall be the sum of \$~~9,500~~^{7,800} plus the Gas Supply Cost as defined herein.

Excess Facilities Charge.

Where the Customer chooses to have combined billing for more than one point of delivery on a single premises, each delivery point with maximum demand of at least 1,000 therms per day and acceptable to the Company will be metered separately but combined and billed as one account. The Customer shall pay a monthly excess facilities charge of two percent of the investment required for the Company to furnish the additional facilities. Any service pipe installation for additional delivery points shall not be subject to the Gas Service Pipe provision of Terms and Conditions.

Demand Provisions.

The Peak Billing Demand in any billing period shall be the highest gas day demand established on any day within such billing period. The demand for any gas day shall be the number of therms of gas used during such day as determined by maximum demand instruments or by meter readings.

Contract.

The initial term of contract hereunder shall be one year.

(Continued On Sheet No. 14)

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Issued by - Gerald P. O'Connor
Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

Northern Illinois Gas Company
d/b/a Nicor Gas Company

Ill.C.C. No. 16 - Gas
~~1st~~2nd Revised Sheet No. 14
(Canceling 1st Revised Sheet No.
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Rate 7
Large Volume Service

(Continued From Sheet No. 13)

- * The initial term shall commence when the Company begins to supply service gas hereunder and, after the expiration of such initial term, the contract shall be automatically renewed each year for a period of one year. The Customer shall have the right to terminate service under the contract at the end of any month on 30 days' written notice to the Company; provided, however, that in the event of termination, all amounts due the Company shall forthwith be paid, including the Minimum Monthly Charge for the unexpired portion of the initial term of contract.
- * The contract shall specify the Maximum Daily Contract Quantity. Customer shall provide a telephone line conforming to the specifications of the Company's metering equipment and the daily usage recording device. Usage on any gas day in excess of the Maximum Daily Contract Quantity shall be subject to Unauthorized Use, except that, supply conditions permitting in the sole judgment of the Company, the Customer may elect to establish a new Maximum Daily Contract Quantity, effective with the billing period in which such excess occurs in lieu of payment of these charges. Such Maximum Daily Contract Quantity shall be effective for a one-year period, unless exceeded during the period. For each term of Unauthorized Use, the charge shall be the sum of \$6.00 plus the Rider 6 Gas Cost (GC).

General.

The Schedule of which this rate is a part includes certain general Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate.

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Issued by — Gerald P. O'Connor ~~Kathleen E. Halloran~~
Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 -- Gas
3rd Revised Sheet No. 15
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**Rate 10
Compressed Natural Gas**

***CANCELED**

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Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
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**Rate 11
Energy Service**

***CANCELED**

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Vice President
Post Office Box 190
Aurora, Illinois 60507

Northern Illinois Gas Company

Ill.C.C. No. 16 - Gas
1st Revised Sheet No. 17

**Rate 17
Contract Service**

Availability.

This service is available to any Customer located within such distance of an interstate natural gas pipeline providing gas transportation service so that bypass of the Company's gas distribution system is, in the judgment of the Company, economically feasible and practical.

The Customer shall enter into a contract with the Company specifying the nature of the service to be supplied, the price to be paid, and such other terms and conditions as are mutually agreeable, provided, however, as a condition of service, the Customer will provide to the Company affidavits stating the Customer's intent to bypass the Company's facilities absent service hereunder, and such other evidence required by the Company to verify the investment required on the part of the Customer in order to take gas service directly from an interstate pipeline company.

Contracts.

Contracts entered into hereunder shall be submitted to the Illinois Commerce Commission for informational purposes. Such contracts shall be treated on a proprietary basis.

The maximum term of contract under this rate shall be five years.

Charges.

The charges hereunder, including any applicable gas charges, shall be the charges contained in the contract between the Customer and the Company.

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Issued by - Kathleen L. Halloran
Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
1st Revised Sheet No. 17.2

**Rate 19
Contract Service for Electric Generation**

Availability.

This rate is available to any Customer with electric generation facilities with a capacity of at least 25 Megawatts installed for the purpose of selling all or part of the electricity generated from such unit(s) off premise, except that the rate is not available to any customer that is an affiliated interest of the Company as defined in Section 7-101 of the Illinois Public Utilities Act. The Company shall not tie, as defined in state and federal antitrust laws, the provisions of service under this rate to the taking or selling of any goods or services from or to an affiliated interest of the Company.

Contract.

The Customer shall enter into a contract with the Company specifying the nature of the gas service to be supplied, the price to be paid, and such other terms and conditions as are mutually agreeable. The term of the contract shall be provided in the contract, but shall not be longer than ten years.

All contracts entered into hereunder shall be submitted to the Illinois Commerce Commission for informational purposes. Not less than 10 days before submitting a contract to the Commission, the Company will provide a copy of the contract to the Commission Staff for review. In addition to the contract, the Company will provide to Staff documentation that shows that revenues from service to the Customer under such contract will be greater than the incremental costs to serve such Customer, ensuring a positive contribution to fixed cost recovery.

All submissions to the Staff and the Commission of such contracts and supporting documentation under this rate shall be treated on a proprietary basis as provided under 83 Illinois Administrative Code Part 335-Confidential Contracts.

Charges.

The charges hereunder, including any applicable gas charges, shall be the charges contained in the contract between the Customer and the Company.

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Issued pursuant to Special Permission of the Illinois Commerce
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Issued by George M. Belreus
Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
2nd Revised Sheet No. 17.51
(Canceling Original Sheet No.
17.51, Effective July 20, 1998)

Rate 21

Intrastate Transportation and Storage Services

*** Availability and Eligibility.**

This rate is available to any Shipper that meets the applicable eligibility requirements. Any Shipper is eligible for the services offered hereunder upon meeting all the terms and conditions specified herein and upon the execution of a valid and approved contract.

• Definition of Service.

Under this rate, any Shipper (as defined below) who enters into a contract with the Company hereunder may transport gas on an interruptible basis from an interconnection between an interstate natural gas pipeline or local gas distribution company and the Company for redelivery to (a) another local gas distribution company with an interconnection with the Company, (b) storage or (c) a Transfer Point. A Shipper may also delay redelivery of supply with the storage option, for up to one hundred twenty (120) calendar days. With this service, a Shipper may also schedule deliveries from storage to a transportation Customer's Storage Banking Service.

All gas transported or stored under this rate must be consumed within the State of Illinois. As such, Nicor Gas will not schedule deliveries from storage under Rate 21 to an interstate pipeline.

*** Nature of Service.**

Service under this rate will be provided on an interruptible basis, subordinate to the Company's firm service obligations. Subject to the Company's determination that it has available capacity, Company will offer intrastate services, in limited volumes, consisting of (a) priority interruptible transportation service, (b) interruptible transportation service, (c) priority interruptible storage service, and (d) interruptible storage service to eligible Shippers on a non-discriminatory basis. All storage service hereunder shall require corresponding transportation service to effectuate the movement of storage volumes. Gas shall be deemed to have been stored when the Company's recorded transportation receipts from any Shipper exceed the recorded deliveries to that Shipper, if any, on the same day. Gas shall be deemed to have been withdrawn from storage when Company's recorded transportation deliveries to any Shipper exceed the recorded receipts from that Shipper on any day.

*** Interruptions of Service.**

The Company shall not provide service under this rate schedule to the extent that interruptions may occur on any day which the Company has declared a Critical Day or has imposed an Operational Flow Order, as defined in the Company's Terms and Conditions. Interruptions may also occur if such service would prevent the Company from meeting all of its firm service obligations as a local gas distribution utility, including the Company's system management needs, such as the use of storage. Within the Company's best operating judgment and discretion, in the event that service has already commenced and the Company learns that continued furnishing of service may prevent the Company from meeting all of its firm service obligations as a local gas distribution utility, then the Company may, at its sole discretion and upon giving appropriate notice to Shipper(s), interrupt the continuation of any or all of the interruptible services hereunder. For the purposes hereof, any interruption of service shall mean the full or partial cancellation or cessation of any scheduled daily gas transportation receipt or delivery, or the Company's ordered withdrawal of Shipper's gas from storage, until further notice; provided, however, if any such interruption by the Company results in an unscheduled storage of gas on any day for Shipper(s), then the Company shall retain such gas until service can be resumed as originally scheduled, and the Company shall waive any transportation, additional storage or imbalance charges otherwise incurred solely because of such interruption. The Company reserves the right to refuse any nominations after notification of interruption.

(Continued On Sheet No. 17.51.1)

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Vice President
Post Office Box 190
Aurora, Illinois 60507

Northern Illinois Gas Company
d/b/a Nicor Gas Company

Ill.C.C. No. 16 - Gas
1st Revised Sheet No. 17.51.1

Rate 21
Intrastate Transportation and Storage Services

(Continued From Sheet No. 17.51)

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(Continued On Sheet No. 17.52)

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Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

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2nd Revised Sheet No. 17.52
(Canceling Original Sheet No.
17.52,
Effective July 20, 1998)

**Rate 21
Intrastate Transportation and Storage Services**

(Continued From Sheet No. 17.51.1)

*** Definitions.**

"Shipper" shall refer to any eligible party electing and subsequently having the necessary authorization of the Company to use any of the services offered hereunder.

"Transporter" shall refer to the local gas distribution company or interstate natural gas pipeline delivering gas on behalf of the Shipper to the Company.

"Storage Service" shall refer to Company's retention of Customer's gas for a defined period. Storage Service may be provided where gas is delivered to Company by the Shipper for subsequent redelivery to the Shipper. Storage Service shall not exceed one hundred twenty (120) calendar days.

"Transfer Point" shall refer to the point of delivery within the Company's service territory at which title transfers to another Party.

"Receipt Point" shall refer to: (1) the point of interconnection between the Company and Transporter, where the Company receives gas supplies; or (2) storage.

"Delivery Point" shall refer to (1) storage; (2) the point of redelivery by the Company to another local gas distribution company; or (3) the Transfer Point.

"MDCQ" shall refer to the Maximum Daily Contract Quantity, in terms, the Shipper may transport each day under this rate, subject to the prior approval of the Company.

"Unaccounted-For Gas" shall refer to the quantity of Shipper's gas retained by the Company at the time of delivery to the Delivery Point, if the Delivery Point is the storage account of a transportation Customer of the Company. Unaccounted-For Gas shall equal the terms scheduled at the Receipt Point less the Unaccounted-For Gas Adjustment, as defined in the Company's *Terms and Conditions*.

*** Valid Requests.**

A request for service under this rate shall be valid if it specifies: (1) the Shipper's name; (2) whether the Shipper is eligible to be a transportation Customer of the Company or a local gas distribution company with a physical interconnection to the Company's system, or of a broker/marketer serving transportation Customers; (3) the proposed MDCQ; and (4) that after delivery to the Company the gas will only be transported by the Company or another local gas distribution company and ultimately be consumed within the State of Illinois without returning to interstate commerce.

(Continued On Sheet No. 17.53)

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Issued by - Gerald P. O'Connor
Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
2nd Revised Sheet No. 17.53
(Canceling Original Sheet No. 17.53,
Effective July 20, 1998)

**Rate 21
Intrastate Transportation and Storage Services**

(Continued From Sheet No. 17.52)

A request for service shall not be valid and the Company shall not be obligated to accept such request for service if: (1) the Company determines, based on its credit analysis, that the Shipper does not possess sufficient financial stability to make it reasonably likely that the service provided under this Rate 21 will be paid for in a timely manner; (2) the service requested would not comply with this rate; or (3) the service is requested at less than the applicable maximum rate, unless agreed to by the Company.

* When the Company accepts a Shipper's request for service under this rate, it shall tender a Hub Transaction Request and Agreement Form, which shall be deemed accepted by the Shipper (i) upon the Shipper's execution of such Hub Transaction Request and Agreement Form, or (ii) if Shipper does not object, in writing, to the tendered Hub Transaction Request and Agreement Form within two (2) business days of the date of receipt.

* **Charges.**

The transportation charge shall be a daily amount per therm negotiated by the Shipper and the Company. For the avoidance of doubt, transportation charges shall be applicable on gas scheduled to any Delivery Point and for gas scheduled for injection into storage and gas scheduled for withdrawal from storage. The Company may discount its maximum rates stated below to a minimum rate of zero on a non-discriminatory basis.

The maximum Priority Interruptible Transportation Service Charge shall not exceed the lesser of (i) 11.587¢ per therm of MIDCQ for the monthly prepayment charge and 0.381¢ per therm transported for the commodity charge or (ii) the amount per therm the Company is charging an affiliated interest (as defined in Section 7-101(2) of the Public Utilities Act) for comparable service. The Company shall not be obligated to provide service under this rate at less than the maximum charge.

The maximum Interruptible Transportation Service Charge shall not exceed the lesser of (i) 0.762¢ per therm transported or (ii) the amount per therm the Company is charging an affiliated interest (as defined in Section 7-101(2) of the Public Utilities Act) for comparable service. The Company shall not be obligated to provide service under this rate at less than the maximum charge.

The storage charge shall be a daily amount per therm negotiated by the Shipper and the Company, and applied to the daily storage balance. The Company may discount its maximum rates stated below to a lower amount on a non-discriminatory basis.

(Continued On Sheet No. 17.53.1)

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Issued by - Gerald P. O'Connor
Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
Original Sheet No. 17.53.1

**Rate 21
Intrastate Transportation and Storage Services**

(Continued From Sheet No. 17.53)

- * The maximum Priority Interruptible Storage Service Charge shall not exceed the lesser of (i) 17.428¢ per therm of MDCQ for the monthly prepayment charge and 0.573¢ per therm stored per day for the commodity charge or (ii) the amount per therm the Company is charging an affiliated interest (as defined in Section 7-101(2) of the Public Utilities Act) for comparable service. The Company shall not be obligated to provide service under this rate at less than the maximum charge.
- * The maximum Interruptible Storage Charge shall not exceed the lesser of (i) 1.146¢ per therm stored per day or (ii) the amount per therm the Company is charging an affiliated interest (as defined in Section 7-101(2) of the Public Utilities Act) for comparable service.
- * To reflect the priority of the priority interruptible services, Shipper shall be subject to the prepayment and commodity charges set forth herein; provided, if Company is unable to provide service on a given gas day, Shipper shall not be required to pay such prepayments with respect to any service Company is not able to provide; provided further, if Shipper's prepayment charges are based on a specific number of days of service in any month, Shipper's obligation to make the prepayments shall be reduced to the extent that the Company was unable to provide service on the specified number of days, whether or not Shipper scheduled service on any such gas day.

Monthly Billing.

The Company shall determine, as soon as practicable after the end of each month, a bill based on the charges as provided herein. Customer shall pay such bill within 14 days after the postmark date. A late payment charge, as provided in the Company's Terms and Conditions, shall be charged on any past due balance of the Customer's account.

*** Contract.**

The initial term of the Hub Transaction Request and Agreement Form shall be a minimum of one (1) day and a maximum of one (1) year. The initial term shall commence when the Company begins to supply service hereunder. Hub Transaction Request and Agreement Forms may be renewed for a period mutually agreed to by the Shipper and the Company, for a period of up to one year. The Hub Transaction Request and Agreement Form will specify the MDCQ in terms, the transportation charges per therm, the storage charges per therm, and an affidavit from the Shipper that all gas transported under this rate will be consumed within the State of Illinois without returning to interstate commerce.

(Continued On Sheet No. 17.54)

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Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

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**Rate 21
Intrastate Transportation and Storage Services**

(Continued From Sheet No. 17.53.1)

*** Scheduling.**

The Company shall decline to schedule service if the Shipper's nomination is not confirmed by both the Transporter and the Receipt Point operator, if other than the Company.

All nominations for service under this rate shall be made in accordance with the procedures set forth in the Company's Terms and Conditions.

All nominations for service under this rate shall specify both a Receipt Point and a Delivery Point. If a nomination designates the Transfer Point as the Delivery Point, the nomination must specify the transportation identification number of the Company's transportation Customer or other Shipper that gas is to be assigned to by the Company.

Priority Interruptible Transportation Service and/or Priority Interruptible Storage Service will be scheduled before, and curtailed after Interruptible Transportation Service and/or Interruptible Storage Service. If timely nominations for service under this rate exceed available capacity, then the Company shall allocate the capacity available to provide service as set forth in the Nature of Service to Shippers as follows: First, to the extent that the Company is able to schedule some but not all of the nominated volumes under the Priority Interruptible Transportation Service and/or Priority Interruptible Storage Service, service will be scheduled pro rata based on MDCQ. Second, to the extent that the Company is able to schedule some but not all of the nominated volumes under Interruptible Transportation Service and/or Interruptible Storage Service, service will be scheduled on the basis of the total charges for such service in the order of the highest to the lowest. Third, if there is insufficient capacity to schedule all services for which the same total charges are being paid, then the Company shall allocate the remaining available capacity pro rata among such Shippers based on the ratio of each such Shipper's nomination to the sum total nominations of such Shippers.

On each gas day on which the Shipper takes service under this rate, the quantity of gas nominated to and confirmed by the Company for receipt at the Receipt Point shall equal the quantity of gas, less Unaccounted-For Gas, delivered by the Company to the Delivery Point, unless the Delivery Point is the Transfer Point or storage. If the Delivery Point is the Transfer Point, and is nominated to a Company transportation Customer, an adjustment for Unaccounted-For Gas shall be made and reflected on the bill of the Company's transportation Customer receiving the gas.

(Continued On Sheet No. 17.55)

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Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

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17.55, Effective July 20, 1998)

**Rate 21
Intrastate Transportation and Storage Services**

(Continued From Sheet No. 17.54)

* If availability is confirmed by the Company, Shipper may designate storage for each gas day, up to one hundred twenty (120) calendar days, by nominating deliveries to a Company storage account. Storage shall be designated as the Delivery Point in the initial nomination, and the Receipt Point on the gas day withdrawals are to be made. The Company has no obligation to make storage available on any gas day.

*** Imbalances.**

The Company and any local gas distribution company with a physical interconnect shall resolve operational imbalances in a mutually agreeable manner. The maximum transportation charges or storage charges, as applicable, shall be applied to resolve Shipper imbalances, unless the Company and Shipper mutually agree to another manner of resolution.

Conditions of Service.

The Shipper shall arrange with the Transporter, the Receipt Point operator if other than the Company, and the Shipper's broker/marketer, if applicable, to provide the Company with the daily data for all Shipper-owned gas delivered to the Delivery Point.

Any measurement required to determine deliveries to the Company of Shipper-owned gas at each Receipt Point shall be done by the Transporter in accordance with the terms of the Transporter's currently effective tariff, on file with either the Federal Energy Regulatory Commission or the Illinois Commerce Commission, as applicable, and metering practices applicable to deliveries to the Company.

The Shipper shall hold title to the gas delivered under this rate at all times. The Company shall be deemed to be in control and possession of the gas deliverable to the Shipper after its receipt by the Company at the Receipt Point until its delivery to the Shipper at the final Delivery Point. The Shipper shall be deemed to be in control and possession of such gas at all times at and prior to receipt at the Receipt Point, and at and after delivery to the final Delivery Point.

In no event shall the Company be required to take any action, engage in any activity or provide any service that would cause the Company to become subject to the jurisdiction of the Federal Energy Regulatory Commission or to lose its exemption from Federal Energy Regulatory Commission jurisdiction pursuant to Section 1(b) or 1(c) of the Natural Gas Act (15 U.S.C. 717 (b), 717 (c)).

General.

The Schedule of which this rate is a part includes certain Terms and Conditions and Rates and Riders. Service hereunder is subject to these Terms and Conditions and the Rates and Riders which may be applicable.

Filed with the Illinois Commerce Commission on September 30, 2005
Issued pursuant to Order of the Illinois Commerce Commission entered
September 20, 2005 and as amended September 28, 2005 in Docket No. 04-0779
Items in which there are changes are preceded by an asterisk (*)

Effective November 22, 2005
Issued by - Gerald P. O'Connor
Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
~~5th~~^{6th} Revised Sheet No. 18
(Canceling ~~5th~~^{3rd} Revised Sheet
No. 18, Effective ~~November 22,~~
~~2005~~^{October 3, 2004})

**Rate 74
General Transportation Service**

Availability.

For any commercial or industrial Customer at a single location who enters into a contract with the Company hereunder, to transport Customer-owned gas from an interconnection with a pipeline supplier of the Company to the Customer's premises; and

- (a) where the Customer has contracted for transportation of direct purchases from the delivery point of the seller to an existing interstate pipeline interconnection with the Company's facilities as approved by the Company, which interconnection, in the sole judgment of the Company, is capable of receiving the Customer's gas without impairment of anticipated deliveries of any gas supplies to be purchased by the Company for general system use; and
- (b) where the final pipeline transporter of such Customer-owned gas agrees to provide daily delivery data for such gas to the Company; and
- (c) where satisfactory evidence of Customer's contracts with seller(s) and intrastate or interstate transporters are provided to the Company; and
- (d) where all such arrangements have been approved by each regulatory agency having jurisdiction over such matters, to the satisfaction of the Company; and
- (e) where Customer provides a telephone line to within six (6) feet of the meter, which telephone line shall be directly accessible. The telephone line must terminate with an approved demarcation box. The Customer's telephone service must conform to the specifications of the metering equipment, and the metering equipment will not be installed by the Company until the required telephone line is available.

Customers served hereunder shall have their metered usage and nominations daily balanced in accordance with any transportation and storage provisions.

* Charges shall be the sum of (a) through (l).

- (a) Administrative Charge
~~\$23.00~~^{\$25.00} per month for an individual account. Group accounts will be charged ~~\$10.00~~^{\$7.00} per month per account with a minimum group charge of ~~\$33.00~~^{\$2.00}.
- (b) Recording Device Charge
~~\$10.00~~^{\$5.00} per month per each account with a diaphragm meter; or
~~\$17.00~~^{\$2.00} per month for each account for all other meter types.

(Continued On Sheet No. 19)

Filed with the Illinois Commerce Commission on ~~April 29, 2008~~^{September 30, 2005} Effective ~~June 13,~~
~~2008~~^{November 22, 2005}
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~~and as amended September 28, 2005 in Docket No. 04-0779~~ Issued by - Gerald P. O'Connor
Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

ILCC No. 16 - Gas
Revised Sheet No. 19
(Canceling ~~Revised Sheet~~
No. 19, Effective April 11,
2006 November 22, 2007)

**Rate 74
General Transportation Service**

(Continued From Sheet No. 18)

- * (c) Monthly Customer Charge
The monthly Customer Charge shall be based on meter class capacity in cubic feet per hour (cfh) at low pressure delivery as follows:

	<u>Meter Class</u>
\$ 22.80 15.87 per month	A. (less than 1,000 cfh)
\$ 79.45 55.33 per month	B. (1,000-10,000 cfh)
\$ 143.10 101.96 per month	C. (greater than 10,000 cfh)

- * (d) Distribution Charge
(Effective as of April 11, 2006)
12.77¢ per therm
6.30¢ per therm
3.49¢ per therm
- | <u>Distribution Charge</u>
(Effective as of January 1, 2007) | <u>Therms Supplied
in the Month</u> |
|---|---|
| 11.3312.76¢ per therm | for the first 150 |
| 4.846.29¢ per therm | for the next 4,850 |
| 3.49¢ per therm | for all over 5,000 |

- * (e) Storage Banking Service (SBS) Charge
0.420.29¢ per therm per month for all therms of Storage Banking Service capacity.

Customers may annually select Storage Banking Service capacity with a minimum selection of 1 times their Maximum Daily Contract Quantity (MDCQ) subject to the provisions included in Terms and Conditions.

For each therm of Company-supplied Gas delivered under this service, the charge shall be considered Authorized Use.

- (f) Firm Backup Service (FBS) Charge
The monthly charge for Firm Backup Service shall be the selected Firm Backup Service quantity (in therms) multiplied by the Demand Gas Cost (DGC) as defined in Rider 6.

For each therm of Company-supplied Gas delivered under this service, the charge shall be the Rider 6 Commodity Gas Cost (CGC).

- (g) Excess Storage Charge
10¢ per therm for the maximum amount in storage in excess of the Customer's Storage Banking Service capacity on any day during the billing period. If such maximum excess amount is less than five percent of the Customer's Storage Banking Service capacity, the Excess Storage Charge shall not apply. Revenues arising through the application of the Excess Storage Charge will be credited to Rider 6, Gas Supply Cost.

(Continued On Sheet No. 20)

<p>Filed with the Illinois Commerce Commission on April 29, 2008 April 10, 2006 Issued pursuant to Order on Rehearing by the Illinois Commerce Commission entered March 28, 2006 in Docket No. 04-0750 Items in which there are changes are preceded by an asterisk (*)</p>	<p>Effective June 13, 2008 April 11, 2006 Issued by -- Gerald P. O'Connor Senior Vice President Post Office Box 190 Aurora, Illinois 60507</p>
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**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 20
(Canceling 3rd Revised Sheet
No. 20, Effective October 3, 2001)

**Rate 74
General Transportation Service**

(Continued From Sheet No. 19)

- (h) Requested Authorized Use Charge
For each therm of Requested Authorized Use, the charge shall be the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.
- (i) Authorized Use Charge
For each therm of Authorized Use, the charge shall be the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.
- (j) Unauthorized Use Charge
For each therm of Unauthorized Use, the charge shall be the sum of \$6.00 plus the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.

Revenues arising from the application of the \$6.00 per therm charge hereunder shall be credited to Rider 6, Gas Supply Cost.

- * (k) Transportation Service Adjustment
The Transportation Service Adjustment (TSA) per therm, as determined in Rider 6, Gas Supply Cost, applied to total Customer usage less Company-supplied Gas.
- (l) Operational Flow Order (OFO) Non-Performance Charge
On any day where the Company has imposed an Operational Flow Order, each therm of underdelivery of the Required Daily Delivery Range will be sold to the Customer and the charge will be 200% of the high price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance. In the event that Gas Daily is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

On any day where the Company has imposed an Operational Flow Order, each therm of overdelivery of the Required Daily Delivery Range will be purchased from the Customer and the payment will be 50% of the low price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance. In the event that Gas Daily is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

* **Storage.**

On any day in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, exceeds the Customer's metered gas deliveries from the Company, the difference between such deliveries shall be the volume of gas held in storage by the Company and available for the Customer's use. The Customer may place into storage amounts up to the *Storage Banking Service* capacity.

(Continued On Sheet No. 21)

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
~~5th~~^{6th} Revised Sheet No. 21
(Canceling ~~5th~~^{3rd} Revised Sheet
No. 21, Effective ~~November 22,~~
2005 ~~October 3, 2004~~)

**Rate 74
General Transportation Service**

(Continued From Sheet No. 20)

- * On a Critical Day or an OFO Shortage Day, withdrawal of gas from storage shall be limited to the Customer's Storage Withdrawal Factor (SWF) times ~~0.0170-023~~ 0.01820-017 as of the first June 1 after the Effective Date of this tariff times the Storage Banking Service capacity.

On any day, other than a Critical Day or an OFO Shortage Day, in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, is less than the Customer's metered gas deliveries from the Company, the balance of any gas held in storage for the Customer's account will be used.

See Terms and Conditions for Order of Deliveries.

* **Contract.**

The initial term of the contract shall be one year. The initial term shall commence when the Company begins to supply gas service hereunder and shall be automatically renewed each year for a period of one year. The contract will specify, in terms, the Maximum Daily Contract Quantity, the Storage Banking Service capacity and the Firm Backup Service quantity.

Company reserves the right to refuse to enter into any contract which specifies an unreasonably high Maximum Daily Contract Quantity.

The Customer shall have the right to terminate service under the contract at the end of any month on 30 days' written notice to the Company; provided, however, that in the event of termination, all amounts due the Company shall forthwith be paid, including, but not limited to, the Monthly Customer, Recording Device, and Administrative Charges for the unexpired portion of the initial term of contract and, if applicable, the Storage Banking Service, Firm Backup Service and Gas Supply Cost charges until June 1. A Customer may not voluntarily discontinue transportation service and subsequently renew transportation service under this rate or different transportation service provisions within a period of 12 consecutive months at the same premise.

* **General.**

The schedule of which this rate is a part includes certain Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate, including but not limited to, Transportation Limitations and Amounts, Maximum Daily Contract Quantity, definitions of Critical Day, definitions of an Operational Flow Order Day, Requested Authorized Use, Authorized Use, and Unauthorized Use.

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

Issued by -- Gerald P. O'Connor
Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
Original Sheet No. 21.3

Rate 75

Seasonal Use Transportation Service

Availability.

For any commercial or industrial Customer at a single location who enters into a contract with the Company hereunder, to transport Customer-owned gas from an interconnection with a pipeline supplier of the Company to the Customer's premises; and

- (a) where the Customer's Winter Period use, December 1 through March 31, shall be less than five (5) percent of Customer's total annual usage during the twelve (12) months ending March 31; and
- (b) where the Customer has contracted for transportation of direct purchases from the delivery point of the seller to an existing interstate pipeline interconnection with the Company's facilities as approved by the Company, which interconnection, in the sole judgment of the Company, is capable of receiving the Customer's gas without impairment of anticipated deliveries of any gas supplies to be purchased by the Company for general system use; and
- (c) where the final pipeline transporter of such Customer-owned gas agrees to provide daily delivery data for such gas to the Company; and
- (d) where satisfactory evidence of Customer's contracts with seller(s) and intrastate or interstate transporters are provided to the Company; and
- (e) where all such arrangements have been approved by each regulatory agency having jurisdiction over such matters, to the satisfaction of the Company; and
- (f) where Customer provides a telephone line to within six (6) feet of the meter, which telephone line shall be directly accessible. The telephone line must terminate with an approved demarcation box. The Customer's telephone service must conform to the specifications of the metering equipment, and the metering equipment will not be installed by the Company until the required telephone line is available.

Customers served hereunder shall have their metered usage and nominations daily balanced in accordance with any transportation and storage provisions.

Winter Period Usage.

During the period of December 1 through March 31, Customer's total metered use shall be less than five (5) percent of the total annual use during the twelve (12) months ending March 31. Eligibility will be determined in April of each year based on the preceding 12 months ending March 31. Eligibility shall be further contingent upon: (i) the request by a qualified Customer, (ii) Customer receiving gas service for the twelve (12) consecutive months ending March 31, and (iii) Customer utilizing no more than 250,000 therms during such 12 month period. Absent the receipt of written notification from Customer requesting Rate 4, General Service, Customer, if deemed ineligible for this rate, shall be placed on Rate 74, General Transportation Service for a period of one (1) year.

(Continued On Sheet No. 21.4)

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Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

ILCC No. 10-016
Revised Sheet No. 21.4
Canceling 1st 10, 1st 10, 1st 10
Sheet No. 21.4, Effective April
2006 November 2006

**Rate 75
Seasonal Use Transportation Service**

(Continued From Sheet No. 21.3)

* Charges shall be the sum of (a) through (f).

- (a) Administrative Charge
\$23,0025.00 per month for an individual account. Group accounts will be charged \$10,007.00 per month per account with a minimum group charge of \$33,0032.00.
- (b) Recording Device Charge
\$10,005.00 per month per each account with a diaphragm meter; or
\$17,0012.00 per month for each account for all other meter types
- (c) Monthly Customer Charge
The monthly Customer Charge shall be based on meter class capacity in cubic feet per hour (cfh) at low pressure delivery as follows:

	<u>Meter Class</u>
\$ 25,8518.00 per month	A. (less than 1,000 cfh)
\$ 82,6057.50 per month	B. (1,000-10,000 cfh)
\$187,48430.50 per month	C. (greater than 10,000 cfh)

- * (d) Distribution Charge
Effective as of April 1, 2006
2.42¢ per therm
4.52¢ per therm
- Distribution Charge
Effective as of January 1, 2007
2.752.42¢ per therm
2.214.54¢ per therm
- Therms Supplied
in Months
December through March
April through November

- (e) Storage Banking Service (SBS) Charge
0.420.29¢ per therm per month for all therms of Storage Banking Service capacity.

Customers may annually select Storage Banking Service capacity with a minimum selection of 1 times their Maximum Daily Contract Quantity (MDCQ) subject to the provisions included in Terms and Conditions.

For each therm of Company-supplied Gas delivered under this service, the charge shall be considered Authorized Use.

- (f) Firm Backup Service (FBS) Charge
The monthly charge for Firm Backup Service shall be the selected Firm Backup Service quantity (in therms) multiplied by the Demand Gas Cost (DGC) as defined in Rider 6.

For each therm of Company-supplied Gas delivered under this service, the charge shall be the Rider 6 Commodity Gas Cost (CGC).

(Continued On Sheet No. 21.5)

Filed with the Illinois Commerce Commission on April 29, 2008 April 4, 2006

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Issued by Gerald P. O'Connor
Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

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

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
Original Sheet No. 21.5

**Rate 75
Seasonal Use Transportation Service**

(Continued From Sheet No. 21.4)

- (g) Excess Storage Charge
10¢ per therm for the maximum amount in storage in excess of the Customer's Storage Banking Service capacity on any day during the billing period. If such maximum excess amount is less than five percent of the Customer's Storage Banking Service capacity, the Excess Storage Charge shall not apply. Revenues arising through the application of the Excess Storage Charge will be credited to Rider 6, Gas Supply Cost.
- (h) Requested Authorized Use Charge
For each therm of Requested Authorized Use, the charge shall be the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.
- (i) Authorized Use Charge
For each therm of Authorized Use, the charge shall be the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.
- (j) Unauthorized Use Charge
For each therm of Unauthorized Use, the charge shall be the sum of \$6.00 plus the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.

Revenues arising from the application of the \$6.00 per therm charge hereunder shall be credited to Rider 6, Gas Supply Cost.

- (k) Transportation Service Adjustment
The Transportation Service Adjustment (TSA) per therm, as determined in Rider 6, Gas Supply Cost, applied to total Customer usage less Company-supplied Gas.
- (l) Operational Flow Order (OFO) Non-Performance Charge
On any day where the Company has imposed an Operational Flow Order, each therm of underdelivery of the Required Daily Delivery Range will be sold to the Customer and the charge will be 200% of the high price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance. In the event that Gas Daily is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

On any day where the Company has imposed an Operational Flow Order, each therm of overdelivery of the Required Daily Delivery Range will be purchased from the Customer and the payment will be 50% of the low price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance. In the event that Gas Daily is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

(Continued On Sheet No. 21.6)

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Issued by – Gerald P. O'Connor
Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
Original 1st Revised Sheet No.
21.6 (Canceling Original Sheet
No. 21.6, Effective November 22,
2005)

**Rate 75
Seasonal Use Transportation Service**

(Continued From Sheet No. 21.5)

*** Storage.**

On any day in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, exceeds the Customer's metered gas deliveries from the Company, the difference between such deliveries shall be the volume of gas held in storage by the Company and available for the Customer's use. The Customer may place into storage amounts up to the Storage Banking Service capacity.

On a Critical Day or an OFO Shortage Day, withdrawal of gas from storage shall be limited to the Customer's Storage Withdrawal Factor (SWF) times ~~0.0170-0.23~~ (0.01820-0.17 as of the first June 1 after the Effective Date of this tariff) times the Storage Banking Service capacity.

On any day, other than a Critical Day or an OFO Shortage Day, in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, is less than the Customer's metered gas deliveries from the Company, the balance of any gas held in storage for the Customer's account will be used.

See Terms and Conditions for Order of Deliveries.

*** Contract.**

The initial term of the contract shall be one year. The initial term shall commence when the Company begins to supply gas service hereunder and shall be automatically renewed each year for a period of one year. The contract will specify, in terms, the Maximum Daily Contract Quantity, the Storage Banking Service capacity and the Firm Backup Service quantity.

Company reserves the right to refuse to enter into any contract which specifies an unreasonably high Maximum Daily Contract Quantity.

The Customer shall have the right to terminate service under the contract at the end of any month on 30 days' written notice to the Company; provided, however, that in the event of termination, all amounts due the Company shall forthwith be paid, including, but not limited to, the Monthly Customer, Recording Device, and Administrative Charges for the unexpired portion of the initial term of contract and, if applicable, the Storage Banking Service, Firm Backup Service and Gas Supply Cost charges until June 1. A Customer may not voluntarily discontinue transportation service and subsequently renew transportation service under this rate or different transportation service provisions within a period of 12 consecutive months at the same premise.

General.

The schedule of which this rate is a part includes certain Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate, including but not limited to, Transportation Limitations and Amounts, Maximum Daily Contract Quantity, definitions of Critical Day, definitions of an Operational Flow Order Day, Requested Authorized Use, Authorized Use, and Unauthorized Use.

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Senior Vice President
Post Office Box 190
Aurora, Illinois 60507
Items in which there are changes are preceded by an asterisk (*)

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
6th~~7th~~ Revised Sheet No. 22
(Canceling 6th~~5th~~ Revised Sheet
No. 22, Effective April 11,
2006~~November 22, 2005~~)

**Rate 76
Large General Transportation Service**

Availability.

For any commercial or industrial Customer at a single location who enters into a contract with the Company hereunder, to transport Customer-owned gas from an interconnection with a pipeline supplier of the Company to the Customer's premises; and

- (a) where the Customer has contracted for transportation of direct purchases from the delivery point of the seller to an existing interstate pipeline interconnection with the Company's facilities as approved by the Company, which interconnection, in the sole judgment of the Company, is capable of receiving sales and transportation Customers gas without impairment of anticipated deliveries of any gas supplies; and
- (b) where the final pipeline transporter of such Customer-owned gas agrees to provide daily delivery data for such gas to the Company; and
- (c) where satisfactory evidence of Customer's contracts with seller(s) and intrastate or interstate transporters are provided to the Company; and
- (d) where all such arrangements have been approved by each regulatory agency having jurisdiction over such matters, to the satisfaction of the Company; and
- (e) where Customer provides a telephone line to within six (6) feet of the meter, which telephone line shall be directly accessible. The telephone line must terminate with an approved demarcation box. The Customer's telephone service must conform to the specifications of the metering equipment, and the metering equipment will not be installed by the Company until the required telephone line is available.

Customers served hereunder shall have their metered usage and nominations daily balanced in accordance with any transportation and storage provisions.

* Charges shall be the sum of (a) through (k).

- (a) Customer Charge
\$1.89~~1.00~~474.00 per month.
- (b) Distribution Charge
1.89¢ per therm for all therms delivered to the Customer during the billing period.
- (c) Storage Banking Service (SBS) Charge
0.420~~.29~~¢ per therm per month for all therms of Storage Banking Service capacity.

Customers may annually select Storage Banking Service capacity with a minimum selection of 1 times their Maximum Daily Contract Quantity (MDCQ) subject to the provisions included in Terms and Conditions.

(Continued On Sheet No. 23)

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Issued by - Gerald P. O'Connor
Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 23
(Canceling 3rd Revised Sheet
No. 23, Effective October 3, 2001)

**Rate 76
Large General Transportation Service**

(Continued From Sheet No. 22)

For each therm of Company-supplied Gas delivered under this service, the charge shall be considered Authorized Use.

(d) Firm Backup Service (FBS) Charge

The monthly charge for Firm Backup Service shall be the selected Firm Backup Service quantity (in therms) multiplied by the Demand Gas Cost (DGC) as defined in Rider 6.

For each therm of Company-supplied Gas delivered under this service, the charge shall be the Rider 6 Commodity Gas Cost (CGC).

(e) Excess Storage Charge

10¢ per therm for the maximum amount in storage in excess of the Customer's Storage Banking Service capacity on any day during the billing period. If such maximum excess amount is less than five percent of the Customer's Storage Banking Service capacity, the Excess Storage Charge shall not apply. Revenues arising through the application of the Excess Storage Charge will be credited to Rider 6, Gas Supply Cost.

(f) Requested Authorized Use Charge

For each therm of Requested Authorized Use, the charge shall be the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.

(g) Authorized Use Charge

For each therm of Authorized Use, the charge shall be the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.

(h) Unauthorized Use Charge

For each therm of Unauthorized Use, the charge shall be the sum of \$6.00 plus the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.

Revenues arising from the application of the \$6.00 per therm charge hereunder shall be credited to Rider 6, Gas Supply Cost.

* (i) Transportation Service Adjustment

The Transportation Service Adjustment (TSA) per therm, as determined in Rider 6, Gas Supply Cost, applied to total Customer usage less Company-supplied Gas.

(k) Operational Flow Order (OFO) Non-Performance Charge

On any day where the Company has imposed an Operational Flow Order, each therm of underdelivery of the Required Daily Delivery Range will be sold to the Customer and the charge will be 200% of the

(Continued On Sheet No. 24)

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
~~5th~~6th Revised Sheet No. 24
(Canceling ~~5th~~3rd Revised Sheet
No. 24, Effective ~~November 22,~~
~~2005~~October 3, 2004)

**Rate 76
Large General Transportation Service**

(Continued From Sheet No. 23)

high price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance. In the event that Gas Daily is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

On any day where the Company has imposed an Operational Flow Order, each therm of overdelivery of the Required Daily Delivery Range will be purchased from the Customer and the payment will be 50% of the low price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance. In the event that Gas Daily is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

* **Minimum Monthly Charge.**

The minimum monthly bill shall be the sum of \$3,150~~2,550~~ plus charges (c) through (k).

* **Storage.**

On any day in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, exceeds the Customer's metered gas deliveries from the Company, the difference between such deliveries shall be the volume of gas held in storage by the Company and available for the Customer's use. The Customer may place into storage amounts up to the Storage Banking Service capacity.

On a Critical Day or an OFO Shortage Day, withdrawal of gas from storage shall be limited to the Customer's Storage Withdrawal Factor (SWF) times ~~0.0170-023~~ ~~(0.01820-017~~ as of the first June 1 after the Effective Date of this tariff) times the Storage Banking Service capacity.

On any day, other than a Critical Day or an OFO Shortage Day, in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, is less than the Customer's metered gas deliveries from the Company, the balance of any gas held in storage for the Customer's account will be used.

See Terms and Conditions for Order of Deliveries.

* **Contract.**

The initial term of the contract shall be one year. The initial term shall commence when the Company begins to supply gas service hereunder and shall be automatically renewed each year for a period of one year. The contract will specify, in terms, the Maximum Daily Contract Quantity, the Storage Banking Service capacity and the Firm Backup Service quantity.

Company reserves the right to refuse to enter into any contract which specifies an unreasonably high Maximum Daily Contract Quantity.

The Customer shall have the right to terminate service under the contract at the end of any month on 30 days' written notice to the Company; provided, however, that in the event of termination, all amounts due the Company shall forthwith be paid, including, but not limited to, the Minimum Monthly Charge for the un-expired portion of

(Continued on Sheet No. 24.5)

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Issued by - Gerald P. O'Connor
Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
2nd Revised Sheet No. 24.5
(Canceling Original Sheet No. 24.5,
Effective October 3, 2001)

**Rate 76
Large General Transportation Service**

(Continued From Sheet No. 24)

the initial term of contract and, if applicable, the Storage Banking Service, Firm Backup Service and Gas Supply Cost charges until June 1. A Customer may not voluntarily discontinue transportation service and subsequently renew transportation service under this rate or different transportation service provisions within a period of 12 consecutive months at the same premise.

* **General.**

The schedule of which this rate is a part includes certain Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate, including but not limited to, Transportation Limitations and Amounts, Maximum Daily Contract Quantity, definitions of Critical Day, definitions of an Operational Flow Order Day, Requested Authorized Use, Authorized Use, and Unauthorized Use.

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Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
6th~~7th~~ Revised Sheet No. 25
(Canceling 6th~~5th~~ Revised Sheet
No. 25, Effective April 11,
~~2006~~November 22, 2005)

**Rate 77
Large Volume Transportation Service**

Availability.

For any commercial or industrial Customer at a single location who enters into a contract with the Company hereunder, to transport Customer-owned gas from an interconnection with a pipeline supplier of the Company to the Customer's premises; and

- (a) where the Customer has contracted for transportation of direct purchases from the delivery point of the seller to an existing interstate pipeline interconnection with the Company's facilities as approved by the Company, which interconnection, in the sole judgment of the Company, is capable of receiving the Customer's gas without impairment of anticipated deliveries of any gas supplies to be purchased by the Company for general system use; and
- (b) where the final pipeline transporter of such Customer-owned gas agrees to provide daily delivery data for such gas to the Company; and
- (c) where satisfactory evidence of Customer's contracts with seller(s) and intrastate or interstate transporters are provided to the Company; and
- (d) where all such arrangements have been approved by each regulatory agency having jurisdiction over such matters, to the satisfaction of the Company; and
- (e) where Customer provides a telephone line to within six (6) feet of the meter, which telephone line shall be directly accessible. The telephone line must terminate with an approved demarcation box. The Customer's telephone service must conform to the specifications of the metering equipment, and the metering equipment will not be installed by the Company until the required telephone line is available.

Customers served hereunder shall have their metered usage and nominations daily balanced in accordance with any transportation and storage provisions.

• **Charges shall be the sum of (a) through (k).**

- (a) Customer Charge
\$~~3,505.00~~~~862.00~~ per month.
- (b) Demand Charge
~~129,4878.88~~¢ per therm Terms of Peak Billing
4,322.63¢ per therm Demand for the Month
for the first 10,000
for all over 10,000
- (c) Commodity Charge
0.52¢ for all therms delivered to the Customer during the billing period.

(Continued On Sheet No. 26)

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Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
4~~th~~^{5th} Revised Sheet No. 26
(Canceling 4~~th~~^{2nd} Revised Sheet
No. 26, Effective November 22,
~~2005 August 15, 1997~~)

**Rate 77
Large Volume Transportation Service**

(Continued From Sheet No. 25)

- * (d) Storage Banking Service (SBS) Charge
~~0.426-29¢~~ per therm per month for all therms of Storage Banking Service capacity.
- Customers may annually select Storage Banking Service capacity with a minimum selection of 1 times their Maximum Daily Contract Quantity (MDCQ) subject to the provisions included in Terms and Conditions.
- For each therm of Company-supplied Gas delivered under this service, the charge shall be considered Authorized Use.
- (e) Firm Backup Service (FBS) Charge
The monthly charge for Firm Backup Service shall be the selected Firm Backup Service quantity (in therms) multiplied by the Demand Gas Cost (DGC) as defined in Rider 6.
- For each therm of Company-supplied Gas delivered under this service, the charge shall be the Rider 6 Commodity Gas Cost (CGC).
- (f) Excess Storage Charge
10¢ per therm for the maximum amount in storage in excess of the Customer's Storage Banking Service capacity on any day during the billing period. If such maximum excess amount is less than five percent of the Customer's Storage Banking Service capacity, the Excess Storage Charge shall not apply. Revenues arising through the application of the Excess Storage Charge will be credited to Rider 6, Gas Supply Cost.
- (g) Requested Authorized Use Charge
For each therm of Requested Authorized Use, the charge shall be the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.
- (h) Authorized Use Charge
For each therm of Authorized Use, the charge shall be the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.
- (i) Unauthorized Use Charge
For each therm of Unauthorized Use, the charge shall be the sum of \$6.00 plus the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.
- Revenues arising from the application of the \$6.00 per therm charge hereunder shall be credited to Rider 6, Gas Supply Cost.

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Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

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~~2005~~October 3, 2004)

**Rate 77
Large Volume Transportation Service**

(Continued From Sheet No. 26)

* (j) Transportation Service Adjustment
The Transportation Service Adjustment (TSA) per therm, as determined in Rider 6, Gas Supply Cost, applied to total Customer usage less Company-supplied Gas.

(k) Operational Flow Order (OFO) Non-Performance Charge
On any day where the Company has imposed an Operational Flow Order, each therm of underdelivery of the Required Daily Delivery Range will be sold to the Customer and the charge will be 200% of the high price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance. In the event that Gas Daily is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

On any day where the Company has imposed an Operational Flow Order, each therm of overdelivery of the Required Daily Delivery Range will be purchased from the Customer and the payment will be 50% of the low price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance. In the event that Gas Daily is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

* **Minimum Monthly Charge.**
The minimum monthly bill shall be the sum of ~~\$9,5008,100~~ plus (d) through (k).

* **Storage.**
On any day in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, exceeds the Customer's metered gas deliveries from the Company, the difference between such deliveries shall be the volume of gas held in storage by the Company and available for the Customer's use. The Customer may place into storage amounts up to the Storage Banking Service capacity.

On a Critical Day or an OFO Shortage Day, withdrawal of gas from storage shall be limited to the Customer's Storage Withdrawal Factor (SWF) times ~~0.0170-023~~ 0.01820-017 as of the first June 1 after the Effective Date of this tariff) times the Storage Banking Service capacity.

On any day, other than a Critical Day or an OFO Shortage Day, in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, is less than the Customer's metered gas deliveries from the Company, the balance of any gas held in storage for the Customer's account will be used.

See Terms and Conditions for Order of Deliveries.

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Senior Vice President
Post Office Box 190
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2005 ~~October 3, 2004~~)

**Rate 77
Large Volume Transportation Service**

(Continued From Sheet No. 27)

Excess Facilities Charge.

Where the Customer chooses to have combined billing for more than one point of delivery on a single premises, each delivery point with maximum demand of at least 1,000 therms per day and acceptable to the Company will be metered separately but combined and billed as one account. The Customer shall pay a monthly excess facilities charge of two percent of the investment required for the Company to furnish the additional facilities. Any service pipe installation for additional delivery points shall not be subject to the Gas Service Pipe provision of Terms and Conditions.

Demand Provisions.

The Peak Billing Demand in any billing period shall be the highest gas day demand established on days within such billing period. The demand for any gas day shall be the number of therms of gas used during such day as determined by maximum demand instruments or by meter readings.

* **Contract.**

The initial term of the contract shall be one year. The initial term shall commence when the Company begins to supply gas service hereunder and shall be automatically renewed each year for a period of one year. The contract will specify, in therms, the Maximum Daily Contract Quantity, the Storage Banking Service capacity and the Firm Backup Service quantity.

Company reserves the right to refuse to enter into any contract which specifies an unreasonably high Maximum Daily Contract Quantity.

The Customer shall have the right to terminate service under the contract at the end of any month on 30 days' written notice to the Company; provided, however, that in the event of termination, all amounts due the Company shall forthwith be paid, including, but not limited to, the Minimum Monthly Charge for the unexpired portion of the initial term of contract and, if applicable, the Storage Banking Service, Firm Backup Service and Gas Supply Cost charges until June 1. A Customer may not voluntarily discontinue transportation service and subsequently renew transportation service under this rate or different transportation service provisions within a period of 12 consecutive months at the same premise.

* **General.**

The schedule of which this rate is a part includes certain Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate, including but not limited to, Transportation Limitations and Amounts, Maximum Daily Contract Quantity, definitions of Critical Day, definitions of an Operational Flow Order Day, Requested Authorized Use, Authorized Use, and Unauthorized Use.

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Senior Vice President
Post Office Box 190
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**Northern Illinois Gas Company
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**Rate 81
Energy Transportation Service**

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Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

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**Rate 81
Energy Transportation Service**

(Continued From Sheet No. 29)

***CANCELED**

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**Rate 81
Energy Transportation Service**

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Vice President
Post Office Box 190
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**Rate 81
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**Northern Illinois Gas Company
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4th~~5th~~ Revised Sheet No. 33
(Canceling 4th~~2nd~~ Revised Sheet
No. 33, Effective November 22,
~~2005~~May 31, 1997)

Terms and Conditions

GENERAL:

* **Definition of Customer.**

Customer shall mean a person or persons, in a single family occupancy, receiving service under a Residential Service rate from the Company or a single entity receiving service on a single premises under a non-residential service rate, 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.

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

Subject to the conditions of service stated in this Schedule, any prospective Customer can obtain gas service by first making an application, either orally or in writing, or by signing a contract in certain cases, for the particular class of service desired. 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 Company's gas.

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 premise 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.

(Continued On Sheet No. 34)

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Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

Northern Illinois Gas Company
d/b/a Nicor Gas Company

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(Canceling ~~3rd~~2nd Revised Sheet
No. 34, Effective August 15,
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Terms and Conditions

(Continued From Sheet No. 33)

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.

Definitions.

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.

Therm.

A "therm" is an amount of heat value equivalent to one hundred thousand British thermal units (100,000 Btu).

Heat Content.

The heating value of 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.

* **Degree Day.**

A degree day is 65 degrees Fahrenheit minus the average of the gas day's high and low temperatures.

* **Market Price.**

The Market Price is 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.

(Continued On Sheet No. 35)

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Issued by Gerald P.
~~O'Connor~~Kathleen L. Halloran
Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

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3rd Revised Sheet No. 35
(Canceling 1st Revised Sheet No.
35, Effective April 11, 1996)

Terms and Conditions

(Continued From Sheet No. 34)

CONDITIONS OF SERVICE:

* **Equipment Furnished and Maintained by Customer.**

All gas utilization equipment (including but not limited to appliances, piping, connectors, and venting) furnished by the Customer shall be suitable for the purposes hereof and shall be installed, operated and maintained by the Customer at all times in accordance with accepted practice and in conformity with requirements of public health and safety, as set forth by the properly constituted authorities and by the Company.

The Company has no responsibility for the design, installation, operation, maintenance, or condition of the Customer's equipment, and the Company shall have no liability or responsibility to the Customer or third parties for any claims, loss, injury, or damages whatsoever resulting therefrom or in connection therewith. The Company reserves the right to discontinue service if such equipment is in an unsatisfactory condition.

When the Company has notice of a dangerous condition associated with the use of delivered gas, but does not have knowledge that the dangerous condition is present on the Customer's premises, the Company's duty, if any, to inform or warn of that condition shall be limited to and satisfied by the Company sending to the Customer as a bill insert a Safety Information Notice regarding the potential existence of the dangerous condition. The Customer is responsible for inspecting the Customer's premises for, identifying, and remedying any such dangerous condition warned of in the Safety Information Notice. The Company shall have no liability or responsibility for any claims, loss, injury, or damages whatsoever resulting from or in connection with any potentially dangerous condition warned of by the Company in the Safety Information Notice.

Company's Property and Protection Thereof.

All meters, regulators, and other facilities placed on the Customer's premises by the Company for the purpose of rendering gas service to said premises, unless otherwise expressly provided, shall be and remain the property of the Company, and the Customer shall exercise reasonable care to protect such property from loss or damage. If a meter installation requires physical protection to prevent damage from a hazardous condition, such protection shall be provided at the Customer's expense. When, in the Company's judgement, relocation of its facilities becomes necessary because of Customer's construction or change in operations; or when relocations or revisions of the Company's facilities are requested for the convenience of the Customer, the Company, at the Customer's expense, will make such revisions, to the extent and to such locations deemed to be feasible by the Company.

(Continued On Sheet No 35.5)

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Post Office Box 190
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~~1st~~2nd Revised Sheet No. 35.5
(Canceling ~~1st Revised~~Original
Sheet No. 35.5, Effective
November 22, 2005~~July 3, 2005~~)

Terms and Conditions

(Continued From Sheet No. 35)

- * The Company will charge a Customer ~~\$408.50~~360 for any damage to the Company's non-steel service pipes, sized one and one-eighth (1-1/8) inch or less. Charges for damages to the Company's mains, steel service pipes and service pipe larger than one and one-eighth (1-1/8) inch in size will be determined based on the time and material necessary to make the repairs.

Landlord's Consent.

In case the Customer is not the owner of the premises or of intervening property between the premises and the Company's main, the Customer shall obtain from the proper owner, or owners, the necessary consent to the installation and maintenance on the premises and on such intervening property of all piping, or other gas equipment required for the supplying of gas to the Customer.

Access to Premises.

The properly authorized agents of the Company shall at all reasonable hours have free access to the premises for the purpose of inspecting the Customer's installation and of reading, examining, repairing, or removing the Company's meters or other property.

(Continued On Sheet No. 36)

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Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
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Ill.C.C. No. 16 - Gas
5th Revised Sheet No. 36
(Canceling 3rd Revised Sheet
No. 36, Effective June 30, 2000)

Terms and Conditions

(Continued From Sheet No. 35.5)

Interfering Equipment.

Whenever any of the Customer's utilization equipment, such as compressors, furnaces, boilers or gas turbines has characteristics which will cause interference with service to any other Customer, interfere with proper metering or adversely impact the Company's transmission or distribution system operation, suitable facilities and system improvements shall be provided at the Customer's expense to preclude such interference. Customer may pay for such improvement in one payment or by monthly installments. In the event the Company must purchase incremental services from interstate pipelines to service the Customer, the Customer shall pay for such incremental service on a monthly basis. The Customer may agree to reduced service levels to minimize such charges. Any agreement relating to charges to be billed pursuant to this provision or an agreed reduction in service level shall be submitted to the Illinois Commerce Commission for informational purposes on a confidential basis as provided by 83 Illinois Administrative Code Part 335 - Confidential Contracts.

Use of Gas for Testing.

The Company may authorize the Customer to use gas in excess of the Customer's Maximum Daily Contract Quantity (MDCQ) for the purpose of testing equipment not previously served by the Company. The amount of gas to be used for such testing and the period or periods of such use shall be subject to prior written approval of the Company. The increased demand so occasioned shall not be taken into account in the determination of the Customer's MDCQ.

Charges for Altering or Tampering With Company Facilities.

When the Company discovers that Company facilities have been altered or tampered with, either causing damage thereto or resulting in receipt of quantities of gas in excess of measured quantities, the Company will bill the Customer for the following:

- (1) The charges for the estimated amount of gas received by the Customer not otherwise measured and billed.
- (2) Material, labor, clerical and transportation expenses, with associated overheads of fringe benefits, direct supervision and taxes on labor, and stores charges on materials, incurred in replacing or repairing the meter and related facilities and preparing the bill.

*** Natural Gas Used as a Motor Vehicle Fuel.**

The Customer shall be responsible for all taxes to governmental bodies on the sale of natural gas for conversion to compressed natural gas (CNG) for use in vehicles.

Escaping Gas.

The Customer shall immediately give notice to the Company of any gas escaping in or about the premises.

(Continued On Sheet No. 37)

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Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
2nd Revised Sheet No. 37
(canceling 1st Revised Sheet No. 37
effective April 11, 1996)

Terms and Conditions

(Continued From Sheet No. 36)

BILLING AND MAINTENANCE OF CREDIT:

*** Deposits and Establishment of Credit.**

An Applicant for gas service or a Customer of the Company will be extended credit in accordance with the options listed in 83 Illinois Administrative Code Part 280. The determination of any deposit for the purpose of establishing credit for residential service may be based on the Applicant's credit score provided by recognized credit agencies. The Company may request a deposit from the Applicant for residential service if the Applicant's credit score does not meet the Company's credit score benchmark. A credit score shall not be used to determine a deposit for an Applicant for residential service that qualifies for the Low Income Home Energy Assistance Program (LIHEAP) or provides proof of identity fraud. The Company will provide, by confirming letter, the toll-free telephone number and contact information of the appropriate credit agency to any customer that is billed a deposit based on the customer's credit score. The amount of any deposit made for the purpose of establishing credit will be collected, adjusted and refunded in compliance with Part 280, and any applicable variances.

Late Payment Charges.

Except as otherwise specified below, the stated charges shall be payable within 21 days after the postmarked date of the bill for residential customers and within 14 days after such date for nonresidential customers, and late payment charges shall be assessed thereafter.

Federal, State, County, and City Governments, including public schools, will be allowed 45 days, but no late payment charge will be assessed. Churches, hospitals, and charitable institutions, including parochial schools, supported wholly or in part by voluntary contributions, and private schools will be allowed a payment period of 45 days.

Customers regularly operating five or more premises having multiple billing dates may, upon written request to the Company, have a single day in each month designated for the payment of bills for all such premises, such day to be selected by the Company. The stated charges of all such bills shall be payable if payment is made on or before such day and late payment charges shall be assessed thereafter.

At its option the Company may (for (1) through (3) below), and shall (for (4) and (5) below) extend the due date for bills to residential customers living on a limited fixed income who demonstrate difficulty in paying their bills. This extension will only be applied to a permanent address at a home or apartment. To qualify for consideration for an extended due date the customer must be the head of household and subject to one of the following:

- (1) Age 65 or over and retired.
- (2) Age 62 or over, retired and receiving Social Security income.
- (3) Disabled and receiving benefits from Supplemental Security Income or other similar program.
- (4) Regardless of age, collecting unemployment benefits from the State Unemployment Insurance Agency.
- (5) Regardless of age, collecting Aid to Families with Dependent Children; Aid to the Aged, Blind and Disabled; benefits from General Assistance or Supplementary Security Income; payments as primary source of income from Social Security or Veterans Administration benefits; survivor benefits under Social Security.

(Continued On Sheet No. 38)

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Issued by - George M. Behrens
Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
~~2nd~~^{3rd} Revised Sheet No. 38
(Canceling ~~2nd~~^{1st} Revised Sheet
No. 38, Effective November 22,
~~2005~~^{April 11, 1996})

Terms and Conditions

(Continued From Sheet No. 37)

When the last day of any normal payment period falls on Saturday, Sunday, or a legal holiday, such period will automatically be extended to include the first full business day following.

The late payment charge shall be 1-1/2 percent per month of any past due balance of the Customer's account.

A Customer shall be deemed to have paid on time when a customer mails payment of the full amount of a bill for service, and such payment is received at the Company's office not more than two full business days after the due date printed on the bill.

Where the Customer disputes any bill within the normal payment period, the Company will accept payment in full of such bill without late payment charges if payment is made within 14 days after resolution of the dispute.

For residential customers, the Company will waive the assessment of the late payment charge on current billing one time in each 12-month period beginning July 1.

Late payment charges shall not continue to be assessed for a final bill which has been outstanding for more than 12 months.

Right to Discontinue Service.

The Company shall have the right to discontinue its gas service to the Customer on due notice and to remove its property from the Customer's premises upon failure of the Customer to establish credit or adjust his cash deposit, or for nonpayment of bills for gas service, as provided by 83 Illinois Administrative Code Part 280 of the Illinois Commerce Commission, or in case the Customer fails to comply with, or perform, any of the conditions or obligations hereof.

A Customer's service so discontinued shall be reconnected after the Customer has made settlement for his bills in arrears at a Company office or has, to the Company's satisfaction, complied with or performed such other conditions or obligations hereof which were in default, as the case may be, and has paid a service reconnection charge as hereinafter provided.

* **Service Reconnection Charge.**

When the Company discontinues service for cause, as specified above, and service is subsequently resumed for the same Customer, the Customer will be reconnected without charge once each calendar year. For each subsequent reconnection of service in any calendar year, the Customer shall pay an additional charge of ~~\$42.00~~^{\$42.00}. For Customers whose service is turned off at their request, reinstatement of service within 12 months at the same location shall be provided at a charge of ~~\$42.00~~^{\$42.00}, plus the ~~in~~ Monthly Customer Charges applicable to the period during which service was turned off, including but not limited to, applicable Riders 1, 2 and 7, ~~monthly~~ Customer Charge, ~~Administrative, Demand, Recording Device and Gas Supply Cost~~ charges as applicable under the rate and riders under which the Customer is served.

(Continued On Sheet No. 39)

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Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
6~~th~~⁷th Revised Sheet No. 39
(Canceling 6~~th~~⁵th Revised Sheet
No. 39, Effective April 10,
~~2006~~November 22, 2005)

Terms and Conditions

(Continued From Sheet No. 38)

* **Payment by Invalid Check.**

A charge of ~~\$25.00~~^{\$16.00} will be assessed on a Customer who pays by a check or any other negotiable instrument which is not honored and returned to the Company for the following reasons: (a) Not Sufficient Funds; (b) account closed; or (c) any other reason except error of the financial institution or Company.

* **Monthly Billing and Bimonthly Meter Reading Bills.**

For the purposes of this Schedule the terms "month" or "monthly" shall mean the period between any two consecutive regular meter readings taken as nearly as practicable at 30-day intervals; and ~~"bimonthly" shall mean the period between any two consecutive regular meter readings taken as nearly as practicable at 60-day intervals.~~

The Company ~~shall~~^{may} prepare ~~any~~ bill for service under Rates 1, 4 or 5 on a bimonthly basis. ~~The Company or~~ under such rates, may read meters bimonthly under Rates 1, 4 or 5, but render bills on a monthly basis, using estimated readings for bills falling between bimonthly readings. ~~All other Customers shall be billed on a monthly basis.~~

~~Where charges in the rate are stated for, or based upon, a specified number of therms supplied in the month, such number of therms shall be doubled when computing bimonthly bills. Monthly minimum charges and monthly determination of gross charges shall be doubled when computing bimonthly bills.~~

* **Budget Payment Plan**

The Budget Payment Plan is available to any Customer being served under Rates 1, 4 or 5 with the exception of Customers whose service is disconnected for non-payment, and Customers whose average monthly bill is greater than \$4,000. At the request of any such Customer, the Company shall estimate the aggregate amount of the Customer's bills for gas service during the next twelve months to determine a monthly installment amount. The Company shall advise the Customer of the amount of the monthly installment to be paid by the Customer. Upon advice from the Company as to the monthly installment, the plan shall be put into effect with respect to said Customer, and the Customer shall be entitled to receive gas service under the plan so long as Customer pays each monthly installment on or before the due date of such installment.

(Continued On Sheet No. 39.5)

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Issued by - Gerald P. O'Connor
Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 – Gas
4th Revised Sheet No. 39.5
(Canceling 3rd Revised Sheet No.
39.5, Effective November 22, 2005)

Terms and Conditions

(Continued From Sheet No. 39)

- * If a Customer does not make payment by the installment due date, unless the Customer has a credit balance, the installment will be considered past due. A Customer shall be removed from the program when two installments are past due. A Customer who has been removed from the program for a past due balance may reenroll in the Budget Plan only after all arrears are paid or the Customer, if eligible, enters into a deferred payment arrangement with the Company.
- * For customers enrolled in the Budget Payment Plan, when there is a budget plan balance which reflects payments greater than actual bills, the Company will apply a credit to the variance. Such credit shall be based on the average daily credit balance, at an annual interest rate equal to that earned on 13-week Treasury Bills as reported by The Wall Street Journal, "Money Rates" table. Such rate shall be determined for each calendar quarter by averaging the daily reported 13-week Treasury Bill rate for the period beginning on the first working day of the previous quarter and ending five working days before the end of that quarter. Such average rate shall become effective as of the first day of each calendar quarter (i.e., January 1, April 1, July 1 and October 1). In the event such rate and/or publication becomes unavailable, a comparable rate and/or publication shall be substituted. Upon request from the Customer, part or all of any credit balance will be refunded to the Customer.
- * If the Customer incurs a debit balance during the budget plan period, a fee equal to the annual interest rate will be charged based on the Customer's monthly account balance shortfall.
- * The furnishing by the Company of any estimate shall not be construed by the Customer as a guarantee or assurance that total actual charges will not exceed the estimates. Whenever, in the Company's judgment, it is deemed advisable to revise the estimate of the aggregate amount of any Customer's bills for a 12-month period, the Company shall prepare such revised estimate and advise the Customer of the amount thereof. The Company will review the budget payment amount from time to time and may revise the payment amount if it varies by 7.5% or more from the budget payment amount in effect at the time of the review. Thereafter, the revised estimate shall be used by the Company as the basis for budget payments by the Customer until such time as it may be deemed advisable to revise the estimate.

Said estimates, or any revision thereof, shall apply only to the premises then occupied by the Customer, and if the Customer vacates such premises, the plan with respect to said Customer shall immediately terminate and any amounts payable by or due to the Customer on account of service rendered during the period covered by the plan shall be billed or paid to the Customer.

(Continued On Sheet No. 40)

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Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

III.C.C. No. 16 - Gas
3rd Revised Sheet No. 40
(Canceling 1st Revised Sheet No.
40, Effective April 11, 1996)

Terms and Conditions

(Continued From Sheet No. 39.5)

EXTENSION OF DISTRIBUTION SYSTEM:

* **Gas Main Extension.**

The Company will extend its gas main along a street, highway, or other right-of-way to a point adjacent to the property line of any Customer, or improved lots within a subdivision, subject to the following conditions and to the special rules for gas main extensions and service pipe installations set forth elsewhere in these terms and conditions:

(a) **Deposits.**

The Customer may be required to deposit with the Company in advance an amount of money equal to the Company's estimated cost of the required extension, computed at the Company's estimated average cost for the current year, minus the estimated average cost of an extension of 100 feet of low pressure main or 200 feet of high pressure main, as the case may be. Where two or more Customers are to be served from the extension, the total amount to be deposited shall be apportioned among the number of Customers.

Where an extension of main is required for service to lots under development within a subdivision, the Subdivider may be required to deposit with the Company in advance an amount of money equal to the Company's estimated cost of the required extension computed at the Company's estimated average cost for the current year. In such cases, the Subdivider shall grant or cause to be granted to the Company the right for the installation, operation and maintenance of the gas main and any related facilities.

(b) **Refunds.**

The Company shall make refunds, not to exceed the amount of the original deposit, for a period not to exceed 120 months from the date the required extension is completed, by paying to the depositor or depositors an amount equal to the Company's estimated cost, at the time of the original deposit, of constructing an extension of 100 feet of low pressure main or 200 feet of high pressure main, as the case may be, for each additional Customer who connects and takes service from or through the original extension.

Refunds for the connection of additional Customers shall be payable once a year when a review is made by the Company or upon notification from a depositor that a qualified Customer is receiving service and upon confirmation by the Company. In the case of two or more depositors, the refund on account of an additional Customer shall be apportioned among the depositors. The Company shall cease to make refunds at the expiration of the 10-year period and if there is any portion of the deposit then unrefunded it shall be retained by the Company.

(Continued On Sheet No. 41)

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Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
~~5th~~6th Revised Sheet No. 41
(Canceling ~~5th~~3rd Revised Sheet
No. 41, Effective July 11,
~~2007~~November 22, 2005)

Terms and Conditions

(Continued From Sheet No. 40)

(c) General.

Facilities will not be provided hereunder for any uneconomic extension, temporary business or business of doubtful permanency. For the purposes hereof, the term "uneconomic" shall mean any case where expected revenues make it doubtful that a reasonable return would be derived from the required investment. In such cases, the Customer or Subdivider may provide an additional deposit, over and above that provided for above, to make the required extension economic, as determined by the Company; provided, however, that this section shall not operate to deprive any Customer of his right to 100 feet of low pressure main, or 200 feet of high pressure main, as the case may be.

The above provisions are effective in lieu of those contained in Section 500.310, sub-paragraph (c)(1)(B), and Section 500.320 sub-paragraph (b)(1)(B), of the Illinois Commerce Commission's 83 Illinois Administrative Code.

• Gas Service Pipe.

The Company will furnish, install, own and maintain a gas service pipe from its main, located adjacent to the Customer's premises to the nearest mutually agreeable point of gas delivery adjacent to the Customer's building or, in the case of indoor meters, immediately within the Customer's building. The service pipe installation shall be subject to the following provisions and to the special rules for gas main extensions and gas service pipe installations set forth elsewhere in these terms and conditions:

- (a) For residential and small non-residential Customers (Meter Class A.), for firm gas service, the Company will install, at its expense, the service pipe between the Company's main and the Customer's property line, and up to 60 feet of service pipe located on the Customer's premises. Any additional service pipe required on the Customer's premises will be installed by the Company at the Company's estimated average installed cost per foot or time and material (T&M) required, as shown below:

Pipe Size	Charges Per Foot			
	First 60 Feet	Next 90 Feet	Next 200 Feet	All Over 350 Feet
1/2 inch PE	No Charge	\$ 4,303.30	\$ 3,452.65	T&M
1 inch PE	No Charge	\$ 8,956.80	\$ 5,854.50	T&M
3/4 inch Steel	No Charge	\$ 13,654.30	T&M	T&M
1-1/4 inch Steel	No Charge	\$ 15,703.10	T&M	T&M
2 inch PE	No Charge	\$ 20,403.45	T&M	T&M

(Continued On Sheet No. 42)

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Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

Northern Illinois Gas Company
d/b/a Nicor Gas Company

Ill.C.C. No. 16 - Gas
~~1st~~2nd Revised Sheet No. 42
(Canceling 1st Revised Sheet No.
42, Effective April 11, 1996)

Terms and Conditions

(Continued From Sheet No. 41)

For services larger than 2 inches and for 2 inch steel services, charges will be computed based on time and material required for the portion over 60 feet.

The Company will install up to 350 feet of gas service pipe without charge on the premises of not-for-profit schools, colleges, universities, hospitals and churches, and governmental agencies, provided that the gas service supplied by the Company is used for substantially all space heating requirements of such customers. For services longer than 350 feet, charges will be computed based on time and material required for the portion over 350 feet.

- (b) For all non-residential Customers with a meter class other than A, the Company will analyze the project's estimated cost and revenue to determine if it provides an adequate return. If it is determined by the Company that said project will not provide an adequate return, Customer may be required to pay, in advance, an amount adequate to meet such return.
- (c) For temporary service, the Customer shall pay the Company's cost of installing and removing the entire service pipe.
- (d) The Customer shall pay for any estimated additional construction expense occasioned by any abnormal obstruction.
- (e) If a change in the point of delivery or location of the service pipe is requested by the Customer and approved by the Company, the change will be made by the Company at the Customer's expense.
- (f) If the service pipe becomes inadequate to supply increases in the Customer's firm gas load and the cost of enlarging the service pipe is justified by increased revenue from the Customer, the Company will enlarge the service pipe at its expense. Any such enlargement of service pipe for temporary gas load will be made by the Company at the Customer's expense.
- (g) ~~In buildings of at least four stories: (1) underground service pipe will be installed at no charge; and (2) the Company will own, operate and maintain vertical gas risers within the building. This provision is further limited to qualifying buildings, which will provide an adequate return, as determined by the Company.~~

Temporary Gas Service.

When the Customer will make only temporary use of the gas service, the Customer shall pay to the Company in advance the estimated cost to the Company of furnishing, installing, and removing such facilities as the Company may provide for such temporary service.

(Continued On Sheet No. 42.143)

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Issued by - Gerald P. O'Connor ~~Kathleen L. Halloran~~
Senior Vice President
Post Office Box 190
Aurora, Illinois -60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
1st Revised Sheet No. 42.1

Terms and Conditions

(Continued From Sheet No. 42)

*** Special Rules for Gas Main Extensions and Service Pipe Installations.**

In addition to the conditions and provisions set forth above, the following special rules for gas main extensions and gas service pipe installations shall apply:

- (1) The subdivider, developer, or property owner(s) at their cost shall furnish the Company with the following:
 - (A) preliminary approved plats and title restrictions or covenants;
 - (B) preliminary approved site or plot plans showing locations of all existing and proposed buildings, water mains, sewer tiles, paved areas, and any other obstacles that are or will be below grade. The preliminary approved site or plot should also include the preliminary approved lot numbering system and preliminary approved apartment numbers, where applicable; and
 - (C) all easements as the Company may require, and in a form acceptable to the Company, for the installation, operation and maintenance of its facilities.

- (2) The Company will not begin installation of facilities until agreements between the Company and the affected subdivider, developer, or property owner(s) setting forth the obligations and liabilities of the parties have been obtained. The agreements shall include the Company's estimates of all payments, reimbursements, and deposits, if any, to be made by the subdivider, developer, or property owner(s) and timing to complete the installation. Arrangements satisfactory to the Company with regard to payments, reimbursements, and deposits, if any, shall be made prior to the commencement of the installation of such facilities. The arrangements can include, but are not limited to, payment of estimates in advance of the installation, minimum monthly contributions, and credit or collateral agreements.

- (3) Before the Company begins to install its facilities, the subdivider, developer, or property owner(s) at their cost shall:
 - (A) remove obstructions caused by the subdivider, developer or property owner(s) from the Company's gas main construction route and from the area to be used for installation of gas services and to provide access to the area for the Company's equipment;
 - (B) provide visible lot pins or stakes in all lot corners adjacent to the easement areas at such intervals as may be designated by the Company;
 - (C) provide grades for the construction area which shall not be more than four inches above or below the final grade;
 - (D) notify the Company sufficiently in advance of construction to permit proper coordination of construction with other utilities involved; and
 - (E) install sleeves for mains at road crossings according to the Company's construction specifications.

- (4) In the event of a change in grade levels, buildings, structures, foundations, walls, or other changes that would affect the cover of gas mains or services, the subdivider, developer or property owner(s) shall notify the Company prior to the change and shall pay the Company its cost of moving or replacing its facilities to accommodate the change.

(Continued On Sheet No. 42.2)

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Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
1st Revised Sheet No. 42.2

Terms and Conditions

(Continued From Sheet No. 42.1)

- * (5) The point of delivery to each premises shall be approved by the Company. The subdivider, developer or property owner(s) shall be responsible for the installation, maintenance, and replacement at their cost of all facilities on the Customer's side of the meter.
- * (6) If costs are incurred by the Company over and above the estimate for reasonable installation costs, the subdivider, developer, or property owner(s) shall pay to the Company the additional costs. Such additional costs may be attributable to, but not be limited to, the following causes:
 - (A) Engineering, rock excavation or boring, tree clearing, inaccessible terrain, safety or legal problems, obstructions and hindrances, including those caused by crossing streets and alleys.
 - (B) Rearrangement of facilities caused by subdivider, developer, or property owner(s), facilities of other utilities wheresoever located, or Customer's requirements for gas distribution systems which are different or more elaborate than the Company's standard distribution system.
- * (7) For new installations, the trench backfill shall consist of the original soil. When the Company performs maintenance and repair work in existing areas, the Company shall replace and repair the lawn to as near the original state as possible after work has been completed.
- * (8) Due to winter construction conditions and their attendant costs, the Company may not always be able to perform gas main construction work during the period from November 15 through March 15 as efficiently as it would during other times of the year. If the Company is scheduled to perform or is in the process of performing gas main construction work at the request of a Customer/Subdivider during this period and encounters winter construction conditions that demonstrably increase the Company's costs to perform such work while such conditions persist, the Company may notify the Customer/Subdivider of such conditions and provide the Customer/Subdivider an option to request in writing that the Company undertake or continue such work while such conditions persist. If, but only if, the Customer/Subdivider provides the Company a written request to undertake or continue such work while such winter construction conditions persist and the Company determines it is able to perform such construction work during this time period, the Customer/Subdivider shall pay the Company for the estimated fully distributed cost of the incremental activities required to perform such work while such winter construction conditions persist. If, under such circumstances, the Customer/Subdivider does not provide the Company with a written request to undertake or continue such work while winter construction conditions persist, the Company may elect to delay or suspend such work until the winter construction conditions have abated. The estimated cost of such incremental activities shall not be taken into account by the Company in the calculation of any deposit and the payment of such charges by the Customer/Subdivider to the Company shall not be subject to refund. Winter construction conditions may include but are not limited to, frost, freezing and thawing, snow conditions and adverse temperatures, and the incremental activities that may result in increase costs to the Company under such conditions may include but are not limited to incremental transportation and labor expenses, incremental or premium charges from contractors and vendors and other categories of construction expenses that tend to increase as a consequence of winter construction conditions.

(Continued On Sheet No. 43)

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Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
3rd Revised Sheet No. 43
(Canceling 1st Revised Sheet No.
43, Effective April 11, 1996)

Terms and Conditions

(Continued From Sheet No. 42.2)

- * (9) If, at the written request of the Customer/Subdivider, the Company is able to perform boring to install gas mains under obstructions which were not removed according to Section (3) (A) above, the Customer/Subdivider shall pay the Company for the fully distributed cost of any such boring activities. Such boring expenses shall not be taken into account by the Company in the calculation of any deposit and the payment of such boring expenses by the Customer/Subdivider to the Company shall not be subject to refund. Obstructions may include, but are not limited to, un-sleeved road crossings or driveway aprons, landscaped parkways or other landscaping, fences, gates, walls, ponds, streams, parking lots and other physical structures.
- * (10) If, at the written request of the Customer/Subdivider, the Company is able to perform construction work outside of normal business hours, the Customer/Subdivider shall pay the Company for the estimated fully distributed cost to perform such construction work outside of normal working hours. Such incremental construction expenses shall not be taken into account by the Company in the calculation of any deposit and the payment of such charges by the Customer/Subdivider to the Company shall not be subject to refund.

Metering.

The Company will furnish, install, and maintain all metering equipment necessary for measuring and billing the gas supplied.

The gas service supplied to the Customer under any rate shall be measured at a single point of delivery. Unless otherwise specified by the rate, where more than one point of delivery is required by the Customer, each point will be metered separately and billed as a separate account. A point of delivery is the outlet side of the metering installation on the Customer's premises.

The Customer shall provide a suitable space for the metering equipment which shall be readily accessible to employees of the Company for reading, testing, inspecting, or exchanging such metering equipment, and, when required, shall maintain a temperature of not less than 40° Fahrenheit in such space. Customer shall also permit Company access to Customer telephone lines for purpose of telemetering Customer's gas usage.

Meter tests and any billing adjustment for metering error shall be made in accordance with 83 Illinois Administrative Code Part 500.

Customer Payment for Additional or Revised Facilities.

When, for existing non-residential Customers, additional or revised mains or other facilities (excluding service, meter, and regulator) are required to accommodate additional gas loads in excess of 50 therms per hour, the Company will make such changes or revisions, but will charge the Customer for that portion of the costs, exceeding 200 feet of free main, which is not economically feasible. The cost shall be considered not economically feasible where expected incremental revenues make it doubtful that a reasonable return, defined as being the rate of return allowed in the Company's most recent rate order, will be delivered from the required investment. In such cases, the Customer will provide a contribution, deposit, or some other form of contractual agreement, subject to Company approval, to make the required additional or revised facilities economically feasible.

When additional or revised mains or other facilities are required solely to accommodate requests for pressure higher than available and for the Customer's convenience, the Company may make such revisions at the Customer's expense, subject to operating considerations and economically available alternatives.

(Continued On Sheet No. 44)

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Senior Vice President
Post Office Box 190
Aurora, Illinois 60507.

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 -- Gas
3rd Revised Sheet No. 44
(Canceling 1st Revised Sheet No. 44,
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Terms and Conditions

(Continued From Sheet No. 43)

LIMITATIONS OF SERVICE:

Resale Prohibited.

The Company will not furnish gas for resale, except for gas used for conversion to compressed natural gas (CNG). The term resale shall mean the furnishing of gas by a Customer to a third party where the gas so furnished is separately charged for or metered.

*** Redistribution of Gas.**

The Customer may furnish gas for the use of third parties in a single building only, or a separate section of a building, which is unified physically and in operation, under circumstances which do not constitute resale.

High Pressure Gas Service.

Gas is normally supplied by the Company from a main or service regulator normally operating at low pressure equivalent to six inches of water pressure. Two pounds per square inch gauge pressure (2 psig), is available up to 1,000 cfm, if required, and where adequate pressure is available at the service regulator. In the Mississippi River District, gas is normally supplied at four inches of mercury gauge pressure.

The Company will provide gas at high pressure, where adequate high pressure is available, to non-residential Customers whose load exceeds 10 therms per hour or whose installed equipment requires such higher pressure, upon agreement by the Company and the Customer. Such higher delivery pressure shall be supplied within the range of accuracy provided by a specified service regulator.

For billing purposes, the volume of gas registered in cubic feet by the meter at a pressure in excess of six inches of water pressure shall be corrected to a basis of four ounces (0.25 pounds) per square inch above an assumed atmospheric pressure of 14.4 pounds per square inch, or 14.65 pounds per square inch absolute pressure; the Company reserves the right to correct gas deliveries to a temperature standard of 60 degrees Fahrenheit and to apply deviation factors for supercompressibility.

Continuous Service.

The Company will endeavor to furnish a regular supply of gas to the Customer, unless otherwise specified in the rate. The liability of the Company for damages arising out of service interruptions occurring in the course of furnishing service, and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the fixed charges that would otherwise be billed to the Customer for the period of service during which such service interruption occurs. No other liability shall in any case attach to the Company.

(Continued On Sheet No. 45)

Filed with the Illinois Commerce Commission on September 30, 2005
Issued pursuant to Order of the Illinois Commerce Commission entered
September 20, 2005 and as amended September 28, 2005 in Docket No. 04-0779
Items in which there are changes are preceded by an asterisk (*)

Effective November 22, 2005
Issued by - Gerald P. O'Connor
Vice President
Post Office Box 190
Aurora, Illinois 60507

Northern Illinois Gas Company
d/b/a Nicor Gas Company

Ill.C.C. No. 16 - Gas
2ndnd Revised Sheet No. 45
(Canceling 1st Revised Sheet No. 45,
Effective April 11, 1996)

Terms and Conditions

(Continued From Sheet No. 44)

*** Limitations on the Rendering of Gas Service.**

In the event of a gas shortage or an interruption in the Company's gas supply for any reason, the Company shall be entitled: (1) to curtail deliveries of gas to any commercial or industrial Customer, whenever in its judgment such curtailment shall be necessary for the maintenance of gas service to the Company's residential and small commercial Customers; and (2) to allocate available gas supply among some or all of its remaining Customers, whenever in its judgment such supply shall be inadequate to provide gas service to all of such Customers in addition to its residential and small commercial Customers. In effecting any such curtailment or allocation of deliveries, the Company shall first curtail or discontinue the supply of gas to such Customers as commonly use large quantities of gas and are not engaged in an activity essential to health or safety, and where the gas not delivered can conveniently and readily be utilized by the Company to reduce any deficiency in the gas supply to its other Customers. The Company shall not be liable for any damage whatsoever by reason of any such curtailment or discontinuance or because of any shortness of advance notice given directing such curtailment or discontinuance.

~~The Company also 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.~~

(Continued On Sheet No. 46)

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Effective April 11, 1996
Issued by - Gerald P.
O'Connor Kathleen L. Halloran
Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
4th~~5th~~ Revised Sheet No. 46
(Canceling 4th~~2nd~~ Revised Sheet,
No. 46, Effective November 22,
2005~~May 31, 1997~~)

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 an appropriate telephone line installed as specified in the Rate before submitting a contract for service. Such contract shall be for service at a single premise 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 ~~2826~~ 28 times (28 times as of the first June 1 after the Effective Date of this tariff) 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 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 refused by the Company.

(Continued On Sheet No. 47)

Filed with the Illinois Commerce Commission on <u>April 29, 2008</u> September 30, 2005	Effective <u>June 13,</u> <u>2008</u> November 22, 2005
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Items in which there are changes are preceded by an asterisk (*)	