



Nicor Gas
Gas Transportation
Customer Service Center

P.O. Box 190
Aurora, IL 60507-0190
630 983-4040

**Rider 13 Contract for Supplier Transportation Service
Rates 74, 75, 76 and 77**

This Contract between Nicor Gas (“Company”), and _____ (“Group Manager”), both in its individual capacity and as agent for the customers (“customers”) identified in Exhibit A, for the locations specified in Exhibit A,

Witnesseth That, the parties hereto agree as follows:

1. The Group manager must provide adequate assurances of payment to the Company. Such assurances may include a non-refundable deposit equivalent to two months of service, including gas costs, under this rider, or an irrevocable standby letter of credit drawn on a bank acceptable to the Company. The Company has sole discretion to determine whether any other assurances of payment are adequate.
2. The initial Maximum Daily Contract Quantity (MDCQ) of each account specified in Exhibit A shall be determined under the provisions of the applicable Rates and Riders and Terms and Conditions at the time of the effective date of this Contract, or as specified in Exhibit A.
3. Company agrees to deliver Customer-owner gas for each Customer from the approved receipt point(s) to the Customer service addresses specified in Exhibit A, and each Customer agrees to receive and pay for such gas service and transportation at each location in accordance with the applicable Rates and Riders and Terms and Conditions under which Customer is served, as in effect under the Company’s “Schedule of Rates for Gas Service.” In the event the conditions of service or charges are changed under authority of the Illinois Commerce Commission, such changes shall apply to this Contract.
4. The Group Manager agrees to pay for gas service and transportation at each location in Exhibit A in accordance with Rider 13 and the applicable Rates, Riders and Terms and Conditions under which each Customer is served, as in effect under the Company’s “Schedule of Rates for Gas Service.” In the event the conditions of service or charges are changed under the authority of the Illinois Commerce Commission, such changes shall apply to this contract. In the event full payment of each bill is not received from the Group Manager, each Customer agrees to pay the fees originally billed to the Group Manager for such gas service and transportation received at each Customer location in Exhibit A for the applicable billing period.
5. The MDCQ of accounts served under Rates specified in Exhibit A shall be redetermined annually by the Company pursuant to the applicable Rates and Riders and Terms and conditions in the Company’s tariffs. The MDCQ for the account of each service address set forth in Exhibit A may be amended at the Company’s sole discretion, upon determination by Company that quantities set forth in Exhibit A do not reflect Customer’s usage requirements.
6. Volumes delivered under this Contract at each of the service addresses shown in exhibit A will be credited pro rata with volumes transported hereunder for each such address during the term of this Contract. The volumes transported hereunder on each day in a billing period for the account of each service address shown on Exhibit A shall be equal to the product of (a) the ratio of gas usage of Customer at said service address set force in Exhibit A on that day to the total gas usage of the Customer at all of the service address set forth in Exhibit A on that day, and (b) the aggregate volumes delivered to Company on that day in a billing period at the receipt point(s) set forth in this contract at the direction of Customer or its duly authorized agent as specified in Paragraph 11 herein.
7. The Group Storage Banking Service capacity and Firm Backup Service quantity shall be shown on Exhibit A.
8. This contract shall remain in effect until May 31, _____, and shall continue in effect thereafter, unless terminated by the Company, or by the Customer as provided below. After May 31, _____, Customer shall have the right to terminate this Contract at the end of the next applicable billing period upon 30 days’ written notice to the Company, subject to the Company’s Rates and Riders and Terms and Conditions. In the event of such termination of this Contract by Customer, Customer will not be permitted to transport Customer-owned gas for a period of one year from the termination date.

9. The following items checked below are a part of this contract:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Applicable Rate | <input checked="" type="checkbox"/> Rider 7, Governmental Agency Compensation Adjustment |
| <input checked="" type="checkbox"/> Terms and Conditions | <input checked="" type="checkbox"/> Rider 8, Adjustment for Municipal and State Utility Taxes |
| <input checked="" type="checkbox"/> Rider 1, Customer Charge Adjustments | <input checked="" type="checkbox"/> Rider 11, Thermal Content of Gas Supplied |
| <input checked="" type="checkbox"/> Rider 2, Franchise Cost Adjustment | <input checked="" type="checkbox"/> Rider 12, Environmental Cost Recovery |
| <input checked="" type="checkbox"/> Rider 5, Storage Service Cost Recovery | <input checked="" type="checkbox"/> Rider 13, Supplier Transportation Services |
| <input checked="" type="checkbox"/> Rider 6, Gas Supply Cost | <input checked="" type="checkbox"/> Rider 14, Controlled Attachment Plan |

10. The term "volumes" as used herein refers to standard cubic feet at 14.65 psia and 60 deg. F, each containing 1,000 Btu as determined (a) at receipt point on the basis of pipeline measurement, after being reduced by the unaccounted-for gas percentage as determined and used in the Company's Rider 6, Gas Supply Cost; and (b) each Customer's service address on the basis of system average thermal content per Rider 11.

11. To be completed by authorized agent.

_____ represents and warrants to the Company that (it) (he) (she) has been duly authorized to execute this Contract on behalf of each customer for each service location and that each Customer will be legally bound thereby, and further covenants that _____ will indemnify and save Company harmless from and against any and all suits, actions, causes of action, claims, demands or lost revenues arising from or out of any breach of said representation and warranty. _____ agrees to provide Company with evidence of (its) (his) (her) authority to execute this Contract on behalf of each Customer upon demand by Company, and Company may terminate service hereunder if such evidence is inadequate in the Company's sole discretion.

12. Notice of Group Bill Summary and Customer's bills, if applicable, shall be mailed by the Company, as specified on Exhibit A.

Authorized Agent (check box if applicable)

Notice of Bill Summary All Bills and Summary

Customer Name (if not agent) _____

Name of Agent _____

Mailing Address _____

Mailing Address _____

Telephone () _____

Telephone () _____

This Contract shall not become effective until accepted by the Company as provided for below. Service under this Contract shall commence on the common meter reading date established by the Company for the account of each service address set forth in Exhibit A subsequent to the date this Contract is accepted and after facilities have been installed.

For Nicor Gas

For the Group Manager and For Each Customer

Date received _____

Group Manager/Authorized Agent _____

Accepted by _____

Accepted by (please print) _____

Official capacity _____

Signature _____

Date accepted _____

Official capacity _____

Telephone () _____

Fax () _____

Date accepted _____