



Nicor Gas
Gas Transportation
Customer Service Center

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

Multiple Accounts Rider 25 Contract for Firm Transportation Service
Rates 4, 5, 6 and 7

This Contract between Nicor Gas ("Company"), and \_\_\_\_\_
("Customer"), with locations specified in Exhibit A,
Witnesseth That, the parties hereto agree as follows:

- 1. The initial maximum daily Contract (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.
2. Company agrees to deliver Customer-owned gas for Customer from the approved receipt point(s) to the Customer service addresses specified in Exhibit A, and 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.
3. 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.
4. 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 respective ratio of gas usage of Customer at said service address set forth in Exhibit A on that day to the total gas usage of Customer at all of the service addresses 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 6 herein.
5. This Contract shall remain in effect until May 31, \_\_\_\_\_, and shall remain in effect thereafter, unless terminated by the Company, or by Customer as provided below. After May 31, \_\_\_\_\_, Customer shall have the right to 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.
6. The following items checked below are a part of this contract:
[X] Applicable Rate
[X] Terms and Conditions
[X] Rider 1, Customer Charge Adjustments
[X] Rider 2, Franchise Cost Adjustment
[X] Rider 5, Storage Service Cost Recovery
[X] Rider 6, Gas Supply Cost
[X] Rider 7, Governmental Agency Compensation Adjustment
[X] Rider 8, Adjustment for Municipal and State Utility Taxes
[X] Rider 11, Thermal Content of Gas Supplied
[X] Rider 12, Environmental Cost Recovery
[X] Rider 14, Controlled Attachment Plan
[X] Rider 25, Firm Transportation Service
7. 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.

**8. To be completed by authorized agent when applicable.**

\_\_\_\_\_ 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.

9. 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.

**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 \_\_\_\_\_