

balance if such daily balance is among the first am
of cumulative storage balances during the term of this Agreement.

\$0.0000000 per MMBtu times all remaining daily storage balances.

Shipper shall have an obligation to pay the Transportation Prepayment Charge and the Storage Prepayment Charge as of the date Priority Interruptible Transportation and Storage Service commences, which shall be the later of (i) the date specified on this Agreement or (ii) the Transporter is able to render service hereunder to Shipper. Such charges may be reimbursed, which shall be pursuant to the terms of the Operating Statement Sections 2.5 and 2.7.

Any discounted rate provided hereunder shall be, at all times, between the minimum and maximum rates applicable to the service provided this Agreement and shall be adjusted, as necessary, to comply with this condition. If any rate component herein which was equal to or with minimum and maximum rates at the time this form is executed subsequently exceeds the applicable maximum rate or is below the applicable minimum rate due to a change in Transporter's maximum rates and/or minimum rates, so that such rate component must be adjusted upward or downward to equal the new applicable maximum or minimum rate, then other rate components for the same service or different services may be adjusted upward or downward to achieve the agreed upon overall Charge, so long as none of the resulting rate components exceed the maximum rate or are below the minimum rate applicable to the rate component. Such changes to rate components shall be applied prospectively, commencing on the date Transporter files revised tariff sheets with the Federal Energy Regulatory Commission. However, nothing contained herein shall be construed to alter a refund obligation under applicable law.

Any discounted rate provided hereunder shall apply to Transportation, Injection, and Withdrawal Volumes, and to storage balances resulting from those Volumes, only during, and for, the specific periods set forth herein. If Shipper nominates and Transporter provides service for Transportation, Injection and Withdrawal Volumes occurring during other periods, whether such services include transportation, injection, withdrawal or storage of Volumes, such Volumes and storage balances resulting from those Volumes will be charged Transporter's maximum applicable to the service provided, or such other rates agreed to by Shipper and Transporter, and Transporter may rebill prior bills under this Agreement in order to collect the appropriate charges.

Fuel Charge:

- Shipper agrees to pay 0.55% for each MMBtu injected; such payment in kind and nominated along with each daily injection.
- Shipper agrees to pay the monetary equivalent of 0.55% for each MMBtu injected times the price reported in Platt's *Gas Daily* as the midpoint index price for Chicago City Gates, \$0.000, on the publication date, date, on which the parties agree to this transaction. The resultant charge is: \$0.000 per MMBtu injected.

Shipper shall be responsible for establishing any exemption from Hub Taxes and reimbursing Transporter for any amount(s) pursuant to Sections 10.4 and 10.5 of Transporter's General Terms and Conditions.

The provisions of Nicor Gas' Operating Statement of Nicor Gas Company under 18 C.F.R. Section 284.224 are specifically incorporated herein by reference and made a part hereof.

<i>Requested by Shipper</i>
Date:
By:
Title:
Internal Use Only
Request No.:

<i>Confirmed by Nicor Gas</i>
Date:
By:
Title:
Contract No.:
Deal Ticket No:

ate _____

ate _____

ate _____

ate _____

ate _____

ate _____

ate _____

<input type="checkbox"/> <i>no</i>
<input type="checkbox"/> <i>no</i>

t.

ount

date
perating

l under
in such
le
d or
ay be
imum

red

ig from

um rates
s

cted.
