

BILLING SERVICES CONTRACT

This Billing Services Contract (“Contract”), is entered into between _____ (“SVT Supplier”) and North Shore Gas Company (“Company”).

For and in consideration of the covenants and agreements contained in this Contract, SVT Supplier and Company agree as follows:

1. Definitions. The following terms, where used in this Contract, and in all forms, amendments, exhibits and appendices related to this Contract, shall have the following meanings:
 - a. “Billing Charges” shall mean SVT Supplier’s charges to Customer for which Company shall bill Customers pursuant to this Contract.
 - b. “Billing Messages” shall mean text, other than text associated with Billing Charges, that SVT Supplier elects to submit the Company for inclusion on the bills prepared and submitted by Company pursuant to this Contract.
 - c. “Billing Services” shall mean those services, as described in Paragraph 2, provided by Company to SVT Supplier pursuant to this Contract.
 - d. “Billing Services Data” shall mean the information that SVT Supplier shall submit electronically to Company in the format prescribed by Company and shall include Billing Charges and Billing Messages.
 - e. “Business Day” shall mean those days on which Company is open for the conduct of business with the public, and each such day shall commence at 8:15 a.m. Central Time and end at 5:00 p.m. Central Time.
 - f. “Central Time” shall mean the prevailing time in the Central Time Zone.
 - g. “Consumption” shall refer to Customer’s gas usage, as measured by Company in accordance with its Schedule of Rates.
 - h. “Customer” shall mean a Customer of Record, as defined in Rider AGG, taking service under Rider SVT and designated by SVT Supplier to receive bills from Company pursuant to this Contract.
 - i. “SVT Supplier Arrearages” shall mean amounts past due and owing the SVT Supplier that Company included as Billing Charges in bills issued pursuant to this Contract.
 - j. “Rider AGG” shall mean Rider AGG, Aggregation Service, of Company’s Schedule of Rates, as it may be revised from time to time.

k. "Rider SVT" shall mean Rider SVT, Small Volume Customer Transportation Service, of Company's Schedule of Rates, as it may be revised from time to time.

l. "Schedule of Rates" shall mean Company's Schedule of Rates for Gas Service on file and in effect, as revised from time to time, with the Illinois Commerce Commission or any successor to that agency.

m. "Short Term Payment Arrangement" shall mean an agreement pursuant to which Company collects from Rider SVT Customers amounts past due and owing over an agreed upon period of time.

2. Company Obligations.

a. Company shall prepare and submit bills to each Customer that SVT Supplier, using Company's electronic bulletin board, designates, and Company shall process payments from such Customers. Such bills shall show with respect to the SVT Supplier's service to Customers, at a minimum and if applicable, Billing Charges, Billing Messages and SVT Supplier's name, website and telephone number. The bill shall also show previous balance, payments received and total due, and each item of such data shall be consolidated for Company and SVT Supplier charges.

b. From time to time, but no less frequently than once per month for Customers receiving monthly billing and once per two months for Customers receiving bimonthly billing, Company shall provide to SVT Supplier Consumption data as such data become available in the normal course of Company's meter reading operations. Such information may be based on estimated data.

c. Company shall process payments received from Customers. Processing Customer payments shall mean: (i) collection of payments by any means of legal tender and by any payment method, including by mail, in-person, electronically or through one of Company's or Customer's authorized agents; and (ii) the deposit of such payments into one of the Company's financial institutions. Processing Customer payments shall not include assuming any credit and collection risk associated with past due amounts of the Billing Charges. Payments received from each Customer along with any credit balances appearing on each such Customer's account with Company shall, beginning with receivables due and owing for the longest time period, first be applied to Company's charges for gas utility service, including taxes that Company is required to collect, that Company shall bill Customer, with the remainder applied to satisfy Company's charges for non-utility services and SVT Supplier's total amount due. The parties agree that payments shall be applied in a manner that minimizes the possibility that the Customer's

utility service will be disconnected for non-payment. Any amounts in excess of satisfying Company's and the SVT Supplier's charges for service shall be applied to Customer's Company account as a credit for future use.

d. Company shall transfer to SVT Supplier Customer payments applied to SVT Supplier's charges in accordance with Paragraph (2)(c) by electronic funds transfer or by check at least once per calendar week. Only payments actually received from Customers and processed by Company shall be transferred to SVT Supplier.

e. Company, at its own expense, shall provide and maintain the requisite equipment, software, services and testing necessary to effectively and reliably receive Billing Services Data in compliance with the specifications prescribed by Company.

f. Company, upon establishing a Short Term Payment Arrangement for a Rider SVT Customer, may include SVT Supplier Arrearages as part of said payment arrangement. Amounts paid pursuant to the Short Term Payment Arrangement shall be applied to arrearages and current amounts due and owing consistent with this Contract and applicable law.

g. Upon giving reasonable prior notice to SVT Supplier, Company, at its expense, may make any modifications, changes, adjustments or enhancements to the Billing Services, including changing the data format, that it considers to be appropriate or that are required by law or governmental regulation.

3. SVT Supplier Obligations.

a. During the term of this Contract, SVT Supplier shall provide electronically to Company Billing Services Data in conformance with the specifications prescribed by Company within three (3) Business Days of receiving Consumption data from Company. Such three (3) Business Days shall be inclusive of the date of receipt by SVT Supplier and the date of submittal by SVT Supplier. SVT Supplier's Billing Charges shall consist of no more than seven (7) charges and descriptions to appear on Customer's regular utility bill. The descriptions to appear on the bill shall be submitted to and approved by Company. SVT Supplier may establish up to ten (10) descriptions in total. In order to establish or change such descriptions or the contact information described in Paragraph 2(a), SVT Supplier must give Company five (5) Business Days' notice prior to the effective date. SVT Supplier's Billing Messages shall consist of no more than five (5) lines of text, each of which shall consist of no more than one hundred (100) characters, to appear on Customer's regular utility bill. SVT Supplier may specify that Company include one or more blank lines between lines of text, and such blank line(s) shall be included within the

five (5) line limitation. Company reserves the right to reject any Billing Messages that, in Company's reasonable judgment, are false or misleading.

b. SVT Supplier shall promptly inform Company of any incorrect data or information that it provides to Company. SVT Supplier shall be liable to Company for Company's costs of correction and shall pay to Company any damages incurred by Company arising from such corrective action if SVT Supplier's correction of data or information results in costs and damages to Company that exceed those incurred in the process of routinely receiving and preparing bills based on correct data.

c. SVT Supplier, at its own expense, shall provide and maintain the requisite equipment, software, services and testing necessary to effectively and reliably transmit Billing Services Data in compliance with the specifications prescribed by Company.

d. SVT Supplier shall be responsible for the accuracy of Billing Services Data, including all calculations of its charges, including the calculation, collection and disbursement of applicable taxes, if any.

4. Electronic Transmission of Data. If any transmitted Billing Services Data is received in an unintelligible or garbled form and the identity of the sending party is identifiable from the received transmitted data, Company shall notify SVT Supplier within one (1) Business Day. SVT Supplier shall be obligated to retransmit within the three (3) Business Day period determined by Paragraph 3(a) the Billing Services Data upon receipt of notice from Company. Notwithstanding the above, Company shall not be liable for any consequences of unintelligible or garbled transmission.

5. Term of Contract. Subject to the terms and conditions of this Contract, this Contract shall be effective for an initial term commencing on the date it is signed by Company and ending on the first March 31 following such commencement date, **AND IT SHALL EXTEND FROM YEAR TO YEAR THEREAFTER SUBJECT TO THE RIGHT OF EITHER PARTY TO TERMINATE THIS CONTRACT AT THE END OF THE INITIAL TERM OR OF ANY YEAR TO YEAR EXTENSION OF SUCH INITIAL TERM BY WRITTEN NOTICE GIVEN NO LESS THAN THIRTY (30) DAYS PRIOR TO THE LAST DAY OF THE INITIAL TERM OR ANY YEAR TO YEAR EXTENSION OF SUCH INITIAL TERM.** The termination of service under this Contract shall not release SVT Supplier from the obligation to make payment of any amounts due or to become due in accordance with the terms of this Contract.

6. Charges and Billing Statement to SVT Supplier.

(a) SVT Supplier agrees to pay Company the charges set forth in Rider AGG. For purposes of billing and payment, service under this Contract shall be deemed "non-residential" service.

(b) Company shall add to all invoices under this Contract an amount equal to any applicable sales or other taxes levied, based on, arising from or in any way connected with the furnishing of Billing Services to SVT Supplier.

7. Indemnity. Company shall have the right to rely on the accuracy of all information provided to Company by SVT Supplier. SVT Supplier agrees to indemnify Company, its officers, directors, and employees from and against any and all loss, liability, cost and expense, including attorneys' fees and court costs, incurred by any one or more of them by reason of any and all claims, demands, suits or proceedings, made or brought against any one or more of them arising from or related to any act or omission of SVT Supplier or the breach of any obligation, responsibility, warranty, or representation of the SVT Supplier to Company related to the operation, promotion, or use of the Billing Services pursuant to this Contract.

8. Confidentiality. Company shall take reasonable steps to ensure that access to SVT Supplier's computerized files and records are available only to Company and Company' agents or contractors.

9. Disclaimer of Warranties. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER.

10. Liability. IN NO EVENT SHALL COMPANY BE RESPONSIBLE FOR (A) ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA REGARDLESS OF WHETHER IT WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF; OR (B) FOR ANY LOSS OR DAMAGE TO THE OTHER PARTY OR TO A CUSTOMER, DIRECT OR CONSEQUENTIAL, ARISING OUT OF OR IN ANY WAY RELATED TO ACTS OR OMISSIONS OF THIRD PARTIES INCLUDING, BUT NOT LIMITED TO, VARIOUS COURIER SERVICES, THE FEDERAL RESERVE BANK, OTHER BANKS WITH WHICH THE OTHER PARTY DEALS OR THE EMPLOYEES OR AGENTS OF SUCH BANK OR ANY FINANCIAL INSTITUTION WHICH RECEIVES OR ORIGINATES ENTRIES OR PAYS ELECTRONIC DEBITS FROM THE QUALIFIED SUPPLIER ACCOUNTS.

11. Termination or Suspension of Service. If SVT Supplier shall fail to comply with or perform any condition or obligation imposed by any provision of this Contract, including failure to make payment when due, Company may: (a) after forty-eight (48) hours prior written notice to SVT Supplier, suspend service under this Contract until SVT Supplier shall make good such failure; or (b) terminate service under this Contract on ten (10) calendar days' prior written

notice of Company's intention to terminate service, unless within such ten (10) days SVT Supplier shall make good such failure.

12. Liquidated Damages. The parties agree that it would be difficult to ascertain the level of damages to Company were this Contract to terminate early due to SVT Supplier's default. Accordingly, the parties agree that the measure of damages set forth in this Paragraph 12 is a reasonable approximation of such damages to Company. If Company terminates this Contract pursuant to Paragraph 11, SVT Supplier shall be liable to Company in damages for an amount equal to the product of the number of months remaining in the initial term or any one-year extension of such initial term of the Contract and the highest monthly charge to SVT Supplier under this Contract in the six-month period preceding and including the month of termination.

13. Notices.

a. Company. Notices (excluding payments and electronic transmission of data) to Company shall be sent by facsimile or mail to:

North Shore Gas Company 130 East Randolph Drive 22nd Floor Chicago, Illinois 60601	
Attn:	Gas Transportation Services, Choices For You sm
Telephone:	(800) 264-8026
Facsimile:	(312) 240-4704

Electronic transmission of data shall be in the manner prescribed by Company.

Payment shall be sent to the address specified on Company's bill.

b. SVT Supplier.

Notices to SVT Supplier shall be sent by facsimile or mail, including e-mail, to:

Attn:	
Telephone:	
Facsimile:	
e-mail:	

Invoices shall be sent by mail to:

Attn:	
Telephone:	
Facsimile:	

Payment shall be sent to:

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14. Government Regulation.

- a. If any regulatory body, governmental entity or agency having jurisdiction prohibits any of the transactions described in this Contract or otherwise conditions such transactions in a form that is unacceptable in the sole judgment of the party affected thereby, then the party so affected may prospectively terminate this Contract immediately by written notice stating the date of such termination.
- b. This Contract and all provisions herein shall be subject to all applicable and valid statutes, rules, orders and regulations of any regulatory body, governmental entity or agency having jurisdiction over either party's facilities or services, this Contract or any provisions hereof. Neither party shall be held in default for failure to perform under this Contract if such failure is due to compliance with such statutes, rules, orders and regulations of any regulatory body, governmental entity or agency having jurisdiction.
- c. Subject to Paragraph 14(a), should either party by statute, rule, order or regulation be ordered or required to do any act inconsistent with the provisions of this Contract, this Contract shall be deemed modified to conform with such statute, rule, order or regulation. Nothing in this Contract shall prevent either party from contesting the validity of any such statute, rule, order or regulation, nor shall anything in this Contract be construed to require either party to waive its right to assert the lack of

jurisdiction of any regulatory body, governmental entity, or agency over this Contract or any party hereto.

d. Each party understands that should any regulatory body, governmental entity, or agency having jurisdiction require its approval for any transaction under this Contract, then each party shall make any necessary applications or filings and shall submit any records or data to the regulatory body, governmental entity or agency so that requisite regulatory authorization may be granted. Neither party shall be responsible for any filing fees or costs incurred by the other. In the event that such authority is not granted, then the parties understand that their obligations under this Contract shall have no force or effect as to the transactions under this Contract and there will be no liability on the part of either party.

15. Non-Waiver and Future Default. No waiver by either Company or SVT Supplier of any one or more defaults by the other in the performance of any provision of this Contract shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

16. Assignment of Contract. No party may assign this Contract except with the prior written consent of the other party.

17. Governing Law. This Contract shall be construed and enforced in accordance with the laws of the State of Illinois without regard to principles of conflicts of law. The parties agree that the forum of any litigation shall be in a state or federal court located in Cook County, in the State of Illinois.

18. Third Party Beneficiary. Company and SVT Supplier agree that there is no third party beneficiary of this Contract and that the provisions of this Contract do not impart enforceable rights to anyone who is not a party.

19. Entire Contract of the Parties. This Contract constitutes the entire understanding of the parties. No amendment, modification or alteration shall be binding unless the same be in writing, including in the form of an amendment to this Contract signed by both parties or a revision to Company's Schedule of Rates approved or permitted to become effective by the Illinois Commerce Commission and no course of dealing or course of performance between the parties shall be construed to alter the terms of this Contract. Notwithstanding the foregoing, changes to the information set forth in Paragraph 13 must be in writing but need not be signed by both parties.

20. Captions. The captions are inserted for convenience of reference only and shall not affect the construction or interpretation of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed in duplicate by a duly authorized representative.

North Shore Gas Company

By: _____ (signature)	By: _____ Vice President
Name: _____ (print or type)	Name: _____ (print or type)
Title: _____	Title: _____
Date: _____	Date: _____