

COMMUNITY NATURAL GAS CO., INC.
118 N. DIVISION STREET
MT. CARMEL, ILLINOIS 62863

GENERAL TERMS AND CONDITIONS

SCHEDULE OF RATES

FOR

NATURAL GAS SERVICE

APPLYING TO

CUSTOMERS SERVED IN MUNICIPAL AND RURAL AREAS IN AND AROUND DALE, MARIAH HILL, ST. HENRY, SANTA CLAUS, GENTRYVILLE, OWENSVILLE, CYNTHIANA, SELVIN HOLLAND, WORTHINGTON, GOSPORT, CARLISLE, STINESVILLE AND SPENCER AND WITHIN THE COUNTIES OF GIBSON, POSEY, DUBOIS, SPENCER, GREENE, MONROE, OWEN, SULLIVAN AND WARRICK.

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**GENERAL TERMS AND CONDITIONS
APPLICABLE TO ALL GAS SERVICE**

1. APPLICATION OF RATES

(A) GENERAL

A copy of all rates, rules and regulations under which service will be supplied is posted or filed for the convenience of the public in the offices of the Company and with the Indiana Utility Regulatory Commission.

A written application for gas service on forms provided for the purpose, or properly executed contract, may be required from the customer before service will be supplied. The Company shall have the right to reject, for any valid reason, any application for service. When a written application or contract for gas service is accepted by the Company, such acceptance shall constitute a binding agreement between the Customer and the Company.

No promises, agreements, or representation of any agent or employee of the Company shall be of binding force upon the Company unless the same shall be incorporated in the application or contract for service.

The rate schedules of the Company contemplate that service will be supplied to each separate premises as one customer.

The gas used by the same individual, entity, or corporation at different premises shall be separately measured and billed. In no case may gas be shared with another or transmitted off the premises at which it is delivered.

If service is taken on more than one meter on the same premises for the convenience of the customer, the gas registered on each meter will be billed separately. Where service is taken on more than one meter on the same premises for the convenience of the Company, the gas registered on each meter will be added and billed as one customer.

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**GENERAL TERMS AND CONDITIONS
APPLICABLE TO ALL GAS SERVICE
(Continued)**

(B) RESALE OF GAS

Gas furnished by the Company is for the sole use of the customer and shall not be resold by him except on permission obtained from the Company. The renting of premises with the cost of gas service included in the rental as an incident of tenancy will be considered a resale of such service with payment of all rates, charges and costs incurred the responsibility of the owner of the premises.

(C) UNUSUAL FACILITY REQUIREMENTS

The Company reserves the right, with respect to customers with large or unusual requirements of gas, or whose establishments are remote from the Company's existing suitable facilities, to determine in the Company's sole discretion whether service shall be provided and if provided, then pursuant to a contract with the customer. Such a contract to determine the provision of necessary service facilities, duration of service, minimum bill, or other service conditions consistent with these rules, regulations, rates and charges.

2. CHARACTER OF SERVICE

The Company does not guarantee but will endeavor to furnish a continuous supply of gas. The Company shall not be liable for loss or damage which the customer may sustain by reason of the failure of the service whether caused by accidents, repairs, or other causes, or incurred by the use of gas or appliances or presence of the Company's property on the customer's premises. Nor shall the Company be held liable for loss or damage occurring under or by virtue to the exercise of authority or regulation by governmental, military or lawfully established civilian agencies, or due to conditions or causes beyond the Company's control.

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(Continued)**

3. SERVICE CONNECTIONS

Service connection shall be made at the Company's expense if no unusual demands or requirements are made by the customer or the customer location and if the estimated revenue from the estimated sale of gas to the customer for a three year period commencing within a reasonable period of time following installation of such service exceeds the cost of installation. Easements for the installation of facilities and the operation and maintenance of facilities shall be provided by the customer to the Company at no cost.

The Company will own and maintain all service pipes from the street main to the meter installation, even if the customer is required to contribute to the cost of the original installation. The facilities installed by the Company shall run to the location determined appropriate by the Company following discussion with the customer.

Where relocation of service connections, or of other equipment of the Company installed upon the customer's premises, becomes necessary because of the customer's requirements, the cost of all changes made necessary thereby shall be borne by the customer.

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**GENERAL TERMS AND CONDITIONS
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(Continued)**

4. METERS AND METERING EQUIPMENT

The customer shall provide, free of expense to the Company and close to the point of service entrance, suitable space for the installation of the Company's metering equipment. The customer shall permit only authorized agents of the Company, or other lawfully authorized persons, to inspect, test or remove the same. If the meters or metering equipment are damaged or destroyed through the neglect of the customer, the cost of necessary repair or replacement shall be paid by the customer.

Whenever a meter fails to register the amount of gas supplied during any period, an estimated bill will be rendered based upon the use during similar periods or on other available information in accordance with the rules and regulations of the Indiana Utility Regulatory Commission.

5. CUSTOMER'S PIPING AND UTILIZATION EQUIPMENT

The customer shall install and maintain his piping and appliances in the condition required by the insurance and governmental authorities having jurisdiction and in a manner approved by the Company. The Company shall be under no duty to inspect the piping and equipment of the customer.

6. ACCESS TO CUSTOMER'S PREMISES

The Company's authorized agents shall have access to the customer's premises at all reasonable hours to install, inspect, test, repair, or remove its meters and other property, and to inspect the appliances installed on the customer's premises.

7. DEPOSIT REQUIRED

The Company may require the customer to make a reasonable cash deposit with the Company as security for payment of bills, as authorized by the rules and regulations periodically promulgated or amended by the Indiana Utility Regulatory Commission

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(Continued)**

8. METER READING AND BILLING

Meters will be read and bills rendered monthly. When the Company is unable to read the meter due to physical conditions, the bill for the month will be estimated on the basis of past service records or other available data. Bills rendered for gas service in months in which meters are not read shall have the same force and effect as those based on actual readings. Any customer who does not desire to receive an estimated bill may read his meter and send the readings to the Company on appropriate forms which will be provided by the Company.

9. DISCONNECTION AND RECONNECTION

The customer is responsible for the payment of bills until service is ordered discontinued and the Company has had a reasonable time for securing a final meter reading. If a bill remains unpaid after the final date shown thereon, the Company shall then have the right to discontinue service to the delinquent customer after 14 days prior written notice as authorized by the rules and regulations periodically promulgated or amended by the Indiana Utility Regulatory Commission.

The Company may also discontinue service after 14 days prior written notice upon violation of any of the Company's rules or regulations of which these General Terms and Conditions are a part; provided, however, that where fraudulent use of gas is detected or where the Company's regulating or measuring equipment has been tampered with or where a dangerous condition is found to exist on the customer's premises, service may be shut off without notice in advance.

A charge of \$40.00 will be made for all disconnections to cover the cost of reconnection. Such charge shall apply to all reconnections whether caused by voluntary or involuntary disconnections, except disconnections done for the benefit of the Company. Disconnections due to the customer's failure to pay a bill, violation of these Rules, fraud, tampering with Company equipment, or a dangerous condition in existence on the customer's premises, shall not constitute a disconnection for the benefit of the Company.

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(Continued)**

10. NON-SUFFICIENT FUNDS

A charge of \$15.00 will be made where any check is delivered by a customer to the Company and thereafter returned to the Company for insufficient funds in such account by the customers' bank.

11. CURTAILMENT AND INTERRUPTION

The Company shall have the right to curtail and interrupt deliveries from its system under the following conditions and in the following manner:

- A. Operating curtailment or interruption due to weather conditions or force majeure may be ordered by the Company at any time if, in the Company's opinion, it is necessary for the proper conduct of its business. Interruption or curtailment shall be upon such notice as is reasonable under the circumstances.
- B. In the event of a gas supply deficiency, curtailment may be ordered by the Company at any time when, in the opinion of the Company, the natural gas supply needed for authorized and contractual deliveries to its customers is not available without overrun, excess tax or other such penalty from the Company's pipeline suppliers. In the event of such curtailment, the Company shall give such notice of the proposed curtailment as is reasonable under the circumstances. Such gas supply deficiency curtailment shall be applied to tariffs in the following order and in the following manner, to the extent practicable:
 - 1. Deliveries under Industrial Gas Service shall be interrupted 100%, and Large Volume Gas Transportation Service and School Transportation Service shall be limited, on a daily basis, to their actual deliveries of transportation gas as confirmed by the pipeline. This curtailment step shall not apply to human needs customers referenced below.
 - 2. Deliveries under General Gas Service or Large Volume Gas Sales Service (except schools, public buildings or human needs customers) shall be next in order of curtailment.
 - 3. Deliveries under General Gas Service or Large Volume Gas Sales Service to schools and public buildings (except human needs customers referenced below) shall be next in order of curtailment.

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4. Remaining deliveries not previously curtailed under Large Volume Gas Transportation Service and School Transportation Service shall be next in order of curtailment.
 5. Deliveries to human needs customers to-wit; prisons, nursing homes, convalescent homes and hospitals without emergency fuel supplies shall be at the discretion of the Company.
 6. Deliveries under Residential Gas Service to customers shall be last in order of curtailment.
 7. Provided, however, where only partial curtailment is necessary in any one of the above classes or priority, the Company will endeavor to apportion the gas available for the curtailed class as equitable as possible among the customers of said class.
- C. Procedures in the event of non-compliance of paragraph A and B above shall be as follows:
1. Without regard to any other remedy provided by law or by the provisions hereof, Company shall be entitled to seek an order from the Commission or any other appropriate tribunal requiring compliance with curtailment or interruption ordered by Company in compliance with these Tariffs or any directive from any Governmental authority having jurisdiction in the premises.
 2. All volumes taken in violation of Company's curtailment or interruption orders shall constitute unauthorized gas usage, for which an adjustment may be added for each Dekatherm of excess gas thus taken sufficient to recover all costs and expenses of the company including but not limited to attorney fees, and all costs and charges applied by the pipeline supplier and a penalty of \$50/Dth.
- D. The terms and conditions contained in these Rules and Regulations shall apply notwithstanding any provisions contained in any agreement between Company and Customer. The Tariffs hereinabove referred to are those rates so designated in the Company's rate schedule as shall be on file with the Indiana Utility Regulatory Commission.

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RESIDENTIAL GAS SERVICE**AVAILABILITY:**

Available for general natural gas service to residential customers. Customer must be located on Company's gas mains suitable and adequate for supplying this service. Service to residential customers shall be to single-dwelling residences that are individually metered for natural gas consumption for heating, cooling, cooking, drying, water heating, lighting, or similar typical residential uses.

Where a single dwelling structure consists of separate apartments, but service is taken through a single meter, the Company's bill will be established for each apartment based upon each apartment being charged the service charge plus their pro rata share of commodity charges based upon the total usage per month as if each apartment was separately metered and billed according to the rate blocks.

RATES AND CHARGES:

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Service Charge and Distribution Charge:

The rates and charges shall be as set forth on Sheet No. 50, Base Rates and Charges.

Gas Cost Charge:

The Gas Cost Charge shall be as set forth on Appendix A, Gas Cost Adjustment, for each dekatherm of usage.

Normal Temperature Adjustment:

The Normal Temperature Adjustment shall be as set forth on Appendix C, Normal Temperature Adjustment.

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Service Charge.

Other Charges:

The Other Charges set forth in this Tariff for Gas Service shall be charged to Customer, if applicable.

Late Payment Charge:

On the first \$3.00 or less of net billing	10%
On the amount in excess of \$3.00	3%

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**RESIDENTIAL GAS SERVICE
(continued)**

Pursuant to 170 IAC 5-1-13, bills shall be rendered and due monthly. If paid within 17 days from date thereof, as stated in the bill, the net amount shall be paid. If not paid within such 17 days, the gross bill which includes the late payment charge is the amount to be paid.

OTHER TERMS AND CONDITIONS:

Service hereunder shall be subject to the Company's Rules and Regulations and to the Rules, Regulations and Standards of Service for Gas Public Utilities prescribed by the Indiana Utility Regulatory Commission from time to time.

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GENERAL GAS SERVICE**AVAILABILITY:**

Available for natural gas service to commercial and governmental customers whose principal business is trade, service, education, medical care, religious service, or governmental service or other businesses whose usage would cause the Company to classify as commercial. Gas service to non-owner occupied multi dwelling units served collectively by a single meter where gas service is included with the occupant's monthly rent may be considered commercial where such structure is not a single residential dwelling. Customer must be located on Company's gas mains suitable and adequate for supplying this service. Service herein shall be to individually metered customers for natural gas consumption for heating, cooling, cooking, drying, water heating, and lighting.

This rate schedule is not available to a commercial customer that utilizes the natural gas service in an industrial process.

RATES AND CHARGES:

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Service Charge and Distribution Charge:

The rates and charges shall be as set forth on Sheet No. 50, Base Rates and Charges.

Gas Cost Charge:

The Gas Cost Charge shall be as set forth on Appendix A, Gas Cost Adjustment, for each dekatherm of usage.

Normal Temperature Adjustment:

The Normal Temperature Adjustment shall be as set forth on Appendix C, Normal Temperature Adjustment.

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Service Charge.

Other Charges:

The Other Charges set forth in this Tariff for Gas Service shall be charged to Customer, if applicable.

Late Payment Charge:

On the first \$3.00 or less of net billing	10%
On the amount in excess of \$3.00	3%

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**GENERAL GAS SERVICE
(continued)**

Pursuant to 170 IAC 5-1-13, bills shall be rendered and due monthly. If paid within 17 days from date thereof, as stated in the bill, the net amount shall be paid. If not paid within such 17 days, the gross bill which includes the late payment charge is the amount to be paid.

OTHER TERMS AND CONDITIONS:

Service hereunder shall be subject to the Company's Rules and Regulations and to the Rules, Regulations and Standards of Service for Gas Public Utilities prescribed by the Indiana Utility Regulatory Commission from time to time.

A written contract with a minimum term of one year may be required for establishment of service under this rate schedule.

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INDUSTRIAL GAS SERVICE**AVAILABILITY:**

Available for firm natural gas service to industrial customers that utilize the natural gas service for manufacturing and/or processing a product along with ancillary uses of natural gas. Customer must be located on Company's gas mains suitable and adequate for supplying this service.

RATES AND CHARGES:

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Service Charge and Distribution Charge:

The rates and charges shall be as set forth on Sheet No. 50, Base Rates and Charges.

Gas Cost Charge:

The Gas Cost Charge shall be as set forth on Appendix A, Gas Cost Adjustment, for each dekatherm of usage.

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Service Charge.

Other Charges:

The Other Charges set forth in this Tariff for Gas Service shall be charged to Customer, if applicable.

Late Payment Charge:

On the first \$3.00 or less of net billing	10%
On the amount in excess of \$3.00	3%

Pursuant to 170 IAC 5-1-13, bills shall be rendered and due monthly. If paid within 17 days from date thereof, as stated in the bill, the net amount shall be paid. If not paid within such 17 days, the gross bill which includes the late payment charge is the amount to be paid.

OTHER TERMS AND CONDITIONS:

Service hereunder shall be subject to the Company's Rules and Regulations and to the Rules, Regulations and Standards of Service for Gas Public Utilities prescribed by the Indiana Utility Regulatory Commission from time to time.

A written contract with a minimum term of one year may be required for establishment of service under this rate schedule.

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LARGE VOLUME GAS SALES SERVICE**AVAILABILITY:**

Available for firm natural gas service to customers that use at least 75,000 Dth per year subject to the availability of adequate capacity on the company's system. Customer must be located on Company's gas mains suitable and adequate for supplying this service.

RATES AND CHARGES:

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Service Charge and Distribution Charge:

The rates and charges shall be as set forth on Sheet No. 50, Base Rates and Charges.

Gas Cost Charge:

The Gas Cost Charge shall be as set forth on Appendix A, Gas Cost Adjustment, for each dekatherm of usage.

Normal Temperature Adjustment:

The Normal Temperature Adjustment shall be as set forth on Appendix C, Normal Temperature Adjustment.

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Service Charge.

Other Charges:

The Other Charges set forth in this Tariff for Gas Service shall be charged to Customer, if applicable.

Late Payment Charge:

On the first \$3.00 or less of net billing	10%
On the amount in excess of \$3.00	3%

Pursuant to 170 IAC 5-1-13, bills shall be rendered and due monthly. If paid within 17 days from date thereof, as stated in the bill, the net amount shall be paid. If not paid within such 17 days, the gross bill which includes the late payment charge is the amount to be paid.

OTHER TERMS AND CONDITIONS:

Service hereunder shall be subject to the Company's Rules and Regulations and to the Rules, Regulations and Standards of Service for Gas Public Utilities prescribed by the Indiana Utility Regulatory Commission from time to time.

A written contract with a minimum term of one year may be required for establishment of service under this rate schedule.

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LARGE VOLUME GAS TRANSPORTATION SERVICE**AVAILABILITY**

This Rate Schedule is available to any Non-Residential Customer located within the Company's Service Area whose Annual Usage equals or exceeds 75,000 dekatherms.

Transportation Service shall be available and will be subject to the availability of adequate capacity on the Company's system to perform such service without detriment to the Company's other customers.

Transportation Service shall be available after the Customer has made arrangements to pay all under-collections for prior service received from the Company, including, without limitation, any under-collection existing in the Gas Cost Adjustment. Transportation Service shall be initiated at the beginning of a Gas Cost Adjustment period.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Transportation Service. Gas Service provided hereunder shall be metered and billed separately from Gas Service provided under any other Rate Schedule.

Transportation under this rate shall be considered firm once the Customer's gas is accepted by the Company from the point where the Company's lines interconnect with the Customer's upstream pipeline transporter (Receipt Point) to the delivery point at the Customer's place of utilization (Delivery Point), subject to the interruption or curtailment provisions of the General Terms and Conditions of the Company and the terms of this rate schedule. The Company's sole obligation hereunder shall be to deliver the Customer's gas from the Receipt Point to the Delivery Point. The Company shall have no obligation to provide volumes of gas greater than that received, nor quality of gas better than that received from the Customer at the Company's Receipt Point. No storage of gas by the Company shall be available through this Transportation Service.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Service Charge and Distribution Charge:

The rates and charges shall be as set forth on Tariff Sheet No. 50, Base Rates and Charges.

Normal Temperature Adjustment:

The Normal Temperature Adjustment shall be as set forth on Appendix C, Normal Temperature Adjustment.

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**LARGE VOLUME GAS TRANSPORTATION SERVICE
(Continued)****RATES AND CHARGES (continued)****Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Service Charge.

Other Charges:

The Other Charges set forth in this Tariff for Gas Service shall be charged to Customer, if applicable.

Late Payment Charge:

On the first \$3.00 or less of net billing	10%
On the amount in excess of \$3.00	3%

Pursuant to 170 IAC 5-1-13, bills shall be rendered and due monthly. If paid within 17 days from date thereof, as stated in the bill, the net amount shall be paid. If not paid within such 17 days, the gross bill which includes the late payment charge is the amount to be paid.

CONTRACT

Transportation Customer shall enter into a written contract that specifies the hourly and daily maximum gas requirements of Customer and any other terms reasonably required by Company. The Contract shall have an initial term of not less than one year and shall automatically extend for succeeding annual terms thereafter, subject to cancellation by either party after written notice submitted not less than ninety days prior to the end of the initial term or any succeeding annual term. However, in no event shall the contract expire during the Winter Season, unless such mid-winter termination date is mutually agreed upon.

GAS TRANSPORTATION PROVISIONS

The following Gas Transportation Provisions are applicable to Customers entering into Transportation Service Contracts.

1. Transportation Customers shall be subject to the Nomination and Balancing Provisions set forth in Appendix D.

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**LARGE VOLUME GAS TRANSPORTATION SERVICE
(Continued)****GAS TRANSPORTATION PROVISIONS (cont.)**

2. The Company shall meter the gas at the delivery point through a Company-owned meter. Company may require Customer to utilize a meter having the ability to measure gas usage on a daily basis for purposes of applying the Nomination and Balancing Provisions. Customer shall reimburse Company for the cost of such meters and appurtenances. Transportation Customer shall provide and maintain on the Premises at the Company's meter location electric and telephone service as required by Company for the operation of Company-owned electronic gas measurement devices and related communications equipment.
3. All volumes of natural gas transported hereunder shall be of the same quality and meet the same specifications as that delivered to the Company by the Company's own pipeline transporter.
4. Transportation Customer must have clear title and all required regulatory approvals to the gas that is to be transported and provided for gas delivery to a mutually agreeable point of receipt on the Company's system.
5. Transportation Customer may return to firm sales service upon thirty (30) days notice provided the Company can secure appropriate quantities of gas supply and capacity from the Company's pipeline transporter to supply said sales service. A Customer that has returned from transportation service to sales service must remain on sales service for not less than twelve months before returning to Transportation Service.
6. Customer shall reimburse Company for all charges incurred in connection with transportation of Customer's gas including any gas costs, penalty charges, or cashouts. In addition, the Customer shall indemnify the Company against all damages incurred as a result of Customer's actions.
7. Should Customer be unable to deliver sufficient volumes of transportation gas to the Company's system, Company will not be obligated hereunder to provide standby quantities for purposes of supplying such Customer's requirements.

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**LARGE VOLUME GAS TRANSPORTATION SERVICE
(Continued)**

GAS TRANSPORTATION PROVISIONS (cont.)

8. Company shall not be required to render service under this rate schedule to any Customer that fails to comply with any and all of the terms and conditions of this rate schedule.
9. The gas transported shall be the same quality as the Company's pipeline supplier is required to furnish to the Company.

CURTAILMENT PROVISIONS

In the event of any actual or threatened shortage of natural gas, due to any cause whatsoever, (including curtailments of total gas deliveries required to comply with supply contract limitations), the Company shall have the right to require such curtailment or interruption of gas usage as it deems necessary to avoid impairment of its gas supply to Customers served under its firm sales service rate schedules. When a curtailment is in effect pursuant to this section, gas usage by the Customer in excess of the quantity permitted for such Customer shall constitute Unauthorized Gas Usage and shall be subject to the Unauthorized Gas Usage Charge set forth in the General Terms and Conditions of this Tariff for Gas Service.

TERMS AND CONDITIONS

Service hereunder shall be subject to the Company's General Terms and Conditions and to the Rules, Regulations and Standards of Service for Gas Public Utilities prescribed by the Indiana Utility Regulatory Commission from time to time.

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SCHOOL TRANSPORTATION SERVICE**AVAILABILITY:**

This Rate Schedule shall be available to Customers with a public School Corporation ("School Corporation Customer") serving students in grades K through 12.

Multiple School Corporation Customers may elect to act jointly to aggregate purchases of natural gas commodity supply from any available natural gas commodity seller for all schools included in the aggregated purchases. Notwithstanding the aggregation of natural gas commodity supply or the use of Summary Billing, each School Corporation Customer shall individually be subject to and pay the applicable rates and charges pursuant to this Rate Schedule.

Transportation Service shall be available after the Customer has made arrangements to pay all under-collections for prior service received from the Company, including, without limitation, any under-collection existing in the Gas Cost Adjustment. Transportation Service shall be initiated at the beginning of a Gas Cost Adjustment period.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Transportation Service. Gas Service provided hereunder shall be metered and billed separately from Gas Service provided under any other Rate Schedule.

Transportation under this rate shall be considered firm once the Customer's gas is accepted by the Company from the point where the Company's lines interconnect with the Customer's upstream pipeline transporter (Receipt Point) to the delivery point at the Customer's place of utilization (Delivery Point), subject to the interruption or curtailment provisions of the General Terms and Conditions of the Company and the terms of this rate schedule. The Company's sole obligation hereunder shall be to deliver the Customer's gas from the Receipt Point to the Delivery Point. The Company shall have no obligation to provide volumes of gas greater than that received, nor quality of gas better than that received from the Customer at the Company's Receipt Point. No storage of gas by the Company shall be available through this Transportation Service.

RATES AND CHARGES:

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Service Charge and Distribution Charge:

The rates and charges shall be as set forth on Tariff Sheet No. 50.

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**SCHOOL TRANSPORTATION SERVICE
(continued)****RATES AND CHARGES (cont.)****Normal Temperature Adjustment:**

The Normal Temperature Adjustment shall be as set forth on Appendix C, Normal Temperature Adjustment.

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Service Charge.

Other Charges:

The Other Charges set forth in this Tariff for Gas Service shall be charged to Customer, if applicable.

Late Payment Charge:

On the first \$3.00 or less of net billing	10%
On the amount in excess of \$3.00	3%

Pursuant to 170 IAC 5-1-13, bills shall be rendered and due monthly. If paid within 17 days from date thereof, as stated in the bill, the net amount shall be paid. If not paid within such 17 days, the gross bill which includes the late payment charge is the amount to be paid.

CONTRACT:

The customer requesting transportation service by the Utility shall enter into a written contract with the Utility, which said contract shall provide for quantities of gas to be transported, penalties, the term thereof and other conditions of service agreed upon between customer and the Utility. Each such contract shall provide further that Utility will be held harmless by the customer against any increases in its monthly demand charges and any overrun quantity charges or penalties by reason of any failure or refusal of customer to curtail quantities of transport gas after timely curtailment requests pursuant to the Company's General Terms and Conditions.

GAS TRANSPORTATION PROVISIONS

The following Gas Transportation Provisions are applicable to Customers entering into Transportation Service Contracts.

1. Transportation Customers shall be subject to the Nomination and Balancing Provisions set forth in Appendix D.

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**SCHOOL TRANSPORTATION SERVICE
(Continued)****GAS TRANSPORTATION PROVISIONS (cont.)**

2. The Company shall meter the gas at the delivery point through a Company-owned meter. Company may require Customer to utilize a meter having the ability to measure gas usage on a daily basis for purposes of applying the Nomination and Balancing Provisions. Customer shall reimburse Company for the cost of such meters and appurtenances. Transportation Customer shall provide and maintain on the Premises at the Company's meter location electric and telephone service as required by Company for the operation of Company-owned electronic gas measurement devices and related communications equipment.
3. All volumes of natural gas transported hereunder shall be of the same quality and meet the same specifications as that delivered to the Company by the Company's own pipeline transporter.
4. Transportation Customer must have clear title and all required regulatory approvals to the gas that is to be transported and provided for gas delivery to a mutually agreeable point of receipt on the Company's system.
5. Transportation Customer may return to firm sales service upon thirty (30) days notice provided the Company can secure appropriate quantities of gas supply and capacity from the Company's pipeline transporter to supply said sales service. A Customer that has returned from transportation service to sales service must remain on sales service for not less than twelve months before returning to Transportation Service.
6. Customer shall reimburse Company for all charges incurred in connection with transportation of Customer's gas including any gas costs, penalty charges, or cashouts. In addition, the Customer shall indemnify the Company against all damages incurred as a result of Customer's actions.
7. Should Customer be unable to deliver sufficient volumes of transportation gas to the Company's system, Company will not be obligated hereunder to provide standby quantities for purposes of supplying such Customer's requirements.
8. Company shall not be required to render service under this rate schedule to any Customer that fails to comply with any and all of the terms and conditions of this rate schedule.
9. The gas transported shall be the same quality as the Company's pipeline supplier is required to furnish to the Company.

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**SCHOOL GAS TRANSPORTATION SERVICE
(Continued)****GAS TRANSPORTATION PROVISIONS (cont.)**

10. A customer's prior delinquencies must be cured prior to commencing participating in School Transportation Service, unless otherwise agreed to in advance by Company.
11. The School Corporation shall designate how partial bills, late payment charges, nomination and balancing charges, and other similar charges shall be prorated between each School Corporation Customer. If the School Corporation fails to so designate, Company shall prorate such charges between the School Corporation Customers using its reasonable discretion.

CURTAILMENT PROVISIONS

In the event of any actual or threatened shortage of natural gas, due to any cause whatsoever, (including curtailments of total gas deliveries required to comply with supply contract limitations), the Company shall have the right to require such curtailment or interruption of gas usage as it deems necessary to avoid impairment of its gas supply to Customers served under its firm sales service rate schedules. When a curtailment is in effect pursuant to this section, gas usage by the Customer in excess of the quantity permitted for such Customer shall constitute Unauthorized Gas Usage and shall be subject to the Unauthorized Gas Usage Charge set forth in the General Terms and Conditions of this Tariff for Gas Service.

SUMMARY BILLING:

Upon request from a School Corporation, the rates and charges for providing service to each School Corporation Customer in the School Corporation shall be summarized on one summary bill for remitting payment to the Utility. Each School Corporation Customer shall remain responsible for the amount of its bill. A monthly charge of \$50.00 shall be added for each summary bill to cover the administrative costs of performing the summary billing. All School Corporation Customers utilizing Summary Billing will have their billing cycles adjusted to a calendar month basis.

TERMS AND CONDITIONS:

Service hereunder shall be subject to the Company's Rules and Regulations and to the Rules, Regulations and Standards of Service for Gas Public Utilities prescribed by the Indiana Utility Regulatory Commission from time to time.

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BASE RATES AND CHARGES

RESIDENTIAL SERVICE *	
SERVICE CHARGE	\$11.00/meter/month
FIRST 10 DTH/MONTH	\$2.8222/Dth
ALL USE OVER 10 DTH/MONTH	\$1.8874/Dth
GENERAL SERVICE *	
SERVICE CHARGE	\$20.00/meter/month
FIRST 10 DTH/MONTH	\$1.9969/Dth
ALL USE OVER 10 DTH/MONTH	\$1.6642/Dth
INDUSTRIAL SERVICE *	
SERVICE CHARGE	\$65.00/meter/month
ALL DTH/ MONTH	\$1.4857/Dth
LARGE VOLUME SALES SERVICE *	
SERVICE CHARGE	\$850.00/meter/month
FIRST 5,000 DTH/MONTH	\$1.5244/Dth
ALL DTH OVER 5,000 DTH/MONTH	\$1.2313/Dth
LARGE VOLUME TRANSPORTATION SERVICE	
SERVICE CHARGE	\$850.00/meter/month
FIRST 5,000 DTH/MONTH	\$1.5244/Dth
OVER 5,000 DTH/MONTH	\$1.2313/Dth
SCHOOL TRANSPORTATION SERVICE	
SERVICE CHARGE	\$20.00/meter/month
ADMINISTRATIVE CHARGE	\$50.00/meter/month
FIRST 10 DTH/MONTH	\$1.9969/Dth
ALL USE OVER 10 DTH/MONTH	\$1.6642/Dth

(*) Above rates are subject to a gas cost adjustment factor in accordance with the Indiana Utility Regulatory Commission, Cause No. 37091 approved April 27, 1983. This gas cost adjustment factor currently in effect and applicable hereto with effective dates is found on Sheet No. 51 of these tariffs.

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APPENDIX A
GAS COST ADJUSTMENT

The Gas Cost Adjustment Factor is as approved by Cause No. 37488 GCA-97 or as amended.

Gas Cost Adjustment Factor:

The Rate Adjustment for the following Rates shall be on the basis of a Rate Tracking Factor, or GCA, occasioned solely by changes in the cost of purchased gas in accordance with the Order of the Public Service Commission of Indiana, approved May 14, 1986, in Cause No. 37091 as follows:

<u>Rate Class</u>	<u>Adjustment Factor</u>
Residential Service	\$11.5961/Dth
General Service	\$11.5961/Dth
Industrial Service	\$11.5961/Dth
Large Volume Sales Service	\$11.5961/Dth

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APPENDIX B
BASE RATE COST OF GAS

The base rate cost of gas utilized in the calculation of the Gas Cost Adjustment rates specified on Sheet No. 51 and in accordance with the Order of the Indiana Utility Regulatory Commission in Cause No. 43377 is as follows:

<u>Gas Rate</u>	<u>Base Rate Cost of Gas</u>
ALL SERVICE	\$0.0000/Dth

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APPENDIX C
NORMAL TEMPERATURE ADJUSTMENT

The billed amount for each Residential Gas Service General Gas Service, Large Volume Gas Sales Service, Large Volume Gas Transportation Service, or School Transportation customer, who is deemed to be heat sensitive shall be subject to a Normal Temperature Adjustment (NTA) for each bill rendered during the billing months of October through April inclusive.

The NTA adjusts each Customer's monthly billed amount to reverse the impact on margin recovery caused by non-normal temperatures during the billing period, as measured by actual heating degree day variations from normal heating degree days.

NTA COMPUTATION

The NTA for each Customer's monthly billing shall be computed as follows:

$$\text{NTA} = \text{NTA Therms} \times \text{NTA Margin}$$

NTA THERMS

The NTA Therms usage for each Customer to which the NTA Margin shall be applied is computed as follows:

$$\text{NTA Therms} = \frac{[\text{Actual Usage} - \text{Base Load Usage}]}{\text{Actual Degree Days}} \times [\text{Normal Degree Days} - \text{Actual Degree Days}]$$

NTA MARGIN

The NTA Margin shall be the margin (non-gas cost) component of the tail block rate (Base Rate Less Base Rate Cost of Gas) for the applicable Rate Schedule.

BASE LOAD THERMS

Base Load Therms shall be Customer's average daily therms usage for the previous summer months (months of July and August) multiplied by the number of days in the billing period.

For Customers whose Base Load Usage cannot be accurately determined (e.g., new Customers without two months of summer usage history), an estimated Average Daily Therms shall be used.

NORMAL AND ACTUAL DEGREE DAYS

Normal Degree Days for each Customer's billing period shall be as set forth in the tables on the following pages.

Actual Degree Days for each Customer's billing period shall be taken from the actual heating degree days reported each day by the National Weather Service.

Normal Degree Days and Actual Degree Days are based on a weighted average of 50 percent Evansville Heating Degree Days and 50 percent Indianapolis Heating Degree Days.

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NORMAL TEMPERATURE ADJUSTMENT
NORMAL DEGREE DAYS (NDD)
NON-LEAP YEAR

Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD
Jul 1	0	Aug 22	0	Oct 13	8.5	Dec 4	27.5	Jan 25	36.5	Mar 18	20
Jul 2	0	Aug 23	0	Oct 14	9	Dec 5	27.5	Jan 26	36	Mar 19	20
Jul 3	0	Aug 24	0	Oct 15	9	Dec 6	28	Jan 27	36	Mar 20	19.5
Jul 4	0	Aug 25	0	Oct 16	9.5	Dec 7	28	Jan 28	36	Mar 21	19
Jul 5	0	Aug 26	0	Oct 17	10	Dec 8	29	Jan 29	35.5	Mar 22	19
Jul 6	0	Aug 27	0	Oct 18	10	Dec 9	29	Jan 30	35.5	Mar 23	19
Jul 7	0	Aug 28	0.5	Oct 19	10.5	Dec 10	29	Jan 31	35.5	Mar 24	18
Jul 8	0	Aug 29	0.5	Oct 20	11	Dec 11	30	Feb 1	35.5	Mar 25	18
Jul 9	0	Aug 30	1	Oct 21	11	Dec 12	30	Feb 2	35.5	Mar 26	18
Jul 10	0	Aug 31	0.5	Oct 22	11.5	Dec 13	30	Feb 3	35	Mar 27	17
Jul 11	0	Sep 1	0.5	Oct 23	11.5	Dec 14	30.5	Feb 4	34.5	Mar 28	17
Jul 12	0	Sep 2	0.5	Oct 24	12.5	Dec 15	31	Feb 5	34.5	Mar 29	17
Jul 13	0	Sep 3	0.5	Oct 25	12.5	Dec 16	31	Feb 6	34.5	Mar 30	16
Jul 14	0.5	Sep 4	0.5	Oct 26	13	Dec 17	31	Feb 7	34	Mar 31	16
Jul 15	0.5	Sep 5	0.5	Oct 27	13.5	Dec 18	32	Feb 8	33.5	Apr 1	16
Jul 16	0	Sep 6	0.5	Oct 28	13.5	Dec 19	32	Feb 9	33.5	Apr 2	15.5
Jul 17	0	Sep 7	0.5	Oct 29	14	Dec 20	32	Feb 10	33.5	Apr 3	15
Jul 18	0	Sep 8	1	Oct 30	14.5	Dec 21	32.5	Feb 11	33	Apr 4	15
Jul 19	0	Sep 9	1	Oct 31	14.5	Dec 22	33	Feb 12	32.5	Apr 5	14.5
Jul 20	0	Sep 10	1	Nov 1	15	Dec 23	33	Feb 13	32.5	Apr 6	14
Jul 21	0	Sep 11	1.5	Nov 2	15.5	Dec 24	33	Feb 14	32.5	Apr 7	14
Jul 22	0	Sep 12	1.5	Nov 3	15.5	Dec 25	33.5	Feb 15	32	Apr 8	13.5
Jul 23	0	Sep 13	1.5	Nov 4	16.5	Dec 26	34	Feb 16	31.5	Apr 9	13.5
Jul 24	0	Sep 14	1.5	Nov 5	16.5	Dec 27	34	Feb 17	31.5	Apr 10	13
Jul 25	0	Sep 15	1.5	Nov 6	16.5	Dec 28	34	Feb 18	31	Apr 11	13
Jul 26	0	Sep 16	1.5	Nov 7	17.5	Dec 29	34.5	Feb 19	30.5	Apr 12	12.5
Jul 27	0	Sep 17	1.5	Nov 8	17.5	Dec 30	34.5	Feb 20	30.5	Apr 13	12
Jul 28	0	Sep 18	2.5	Nov 9	17.5	Dec 31	35	Feb 21	30	Apr 14	12
Jul 29	0	Sep 19	2.5	Nov 10	18.5	Jan 1	35	Feb 22	29.5	Apr 15	11.5
Jul 30	0	Sep 20	2.5	Nov 11	18.5	Jan 2	35	Feb 23	29.5	Apr 16	11.5
Jul 31	0	Sep 21	2.5	Nov 12	19.5	Jan 3	35.5	Feb 24	29	Apr 17	11
Aug 1	0	Sep 22	3	Nov 13	19.5	Jan 4	35.5	Feb 25	28.5	Apr 18	10.5
Aug 2	0	Sep 23	3	Nov 14	19.5	Jan 5	36	Feb 26	28	Apr 19	10.5
Aug 3	0	Sep 24	3.5	Nov 15	20.5	Jan 6	36	Feb 27	27.5	Apr 20	10.5
Aug 4	0	Sep 25	3.5	Nov 16	20.5	Jan 7	36	Feb 28	27.5	Apr 21	9.5
Aug 5	0	Sep 26	3.5	Nov 17	21	Jan 8	36	Mar 1	27	Apr 22	9.5
Aug 6	0	Sep 27	4	Nov 18	21.5	Jan 9	36	Mar 2	26.5	Apr 23	9.5
Aug 7	0	Sep 28	4	Nov 19	21.5	Jan 10	36.5	Mar 3	26	Apr 24	9
Aug 8	0	Sep 29	4.5	Nov 20	22	Jan 11	36.5	Mar 4	25.5	Apr 25	8.5
Aug 9	0	Sep 30	5	Nov 21	22.5	Jan 12	36.5	Mar 5	25.5	Apr 26	8.5
Aug 10	0	Oct 1	5	Nov 22	22.5	Jan 13	36.5	Mar 6	25	Apr 27	8.5
Aug 11	0	Oct 2	5	Nov 23	23.5	Jan 14	36.5	Mar 7	24.5	Apr 28	7.5
Aug 12	0	Oct 3	6	Nov 24	23.5	Jan 15	36.5	Mar 8	24	Apr 29	7.5
Aug 13	0	Oct 4	6	Nov 25	24	Jan 16	36.5	Mar 9	23.5	Apr 30	7.5
Aug 14	0	Oct 5	6	Nov 26	24.5	Jan 17	36.5	Mar 10	23.5	May 1	7
Aug 15	0	Oct 6	6	Nov 27	24.5	Jan 18	36.5	Mar 11	23	May 2	6.5
Aug 16	0	Oct 7	7	Nov 28	25	Jan 19	36.5	Mar 12	22.5	May 3	6.5
Aug 17	0	Oct 8	7	Nov 29	25.5	Jan 20	36.5	Mar 13	22	May 4	6
Aug 18	0	Oct 9	7	Nov 30	26	Jan 21	36.5	Mar 14	22	May 5	6
Aug 19	0	Oct 10	8	Dec 1	26	Jan 22	36.5	Mar 15	21.5	May 6	5.5
Aug 20	0	Oct 11	8	Dec 2	26.5	Jan 23	36.5	Mar 16	21	May 7	5.5
Aug 21	0	Oct 12	8	Dec 3	27	Jan 24	36.5	Mar 17	21	May 8	5
										Jun 30	0

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NORMAL TEMPERATURE ADJUSTMENT
NORMAL DEGREE DAYS (NDD)
LEAP YEAR

Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD
Jul 1	0	Aug 22	0	Oct 13	8.5	Dec 4	27.5	Jan 25	36.5	Mar 17	20	May 8	5
Jul 2	0	Aug 23	0	Oct 14	9	Dec 5	27.5	Jan 26	36	Mar 18	20	May 9	5
Jul 3	0	Aug 24	0	Oct 15	9	Dec 6	28	Jan 27	36	Mar 19	19.5	May 10	4
Jul 4	0	Aug 25	0	Oct 16	9.5	Dec 7	28	Jan 28	36	Mar 20	19	May 11	4
Jul 5	0	Aug 26	0	Oct 17	10	Dec 8	29	Jan 29	35.5	Mar 21	19	May 12	4
Jul 6	0	Aug 27	0	Oct 18	10	Dec 9	29	Jan 30	35.5	Mar 22	19	May 13	4
Jul 7	0	Aug 28	0.5	Oct 19	10.5	Dec 10	29	Jan 31	35.5	Mar 23	18	May 14	4
Jul 8	0	Aug 29	0.5	Oct 20	11	Dec 11	30	Feb 1	35.5	Mar 24	18	May 15	3
Jul 9	0	Aug 30	1	Oct 21	11	Dec 12	30	Feb 2	35.5	Mar 25	18	May 16	3
Jul 10	0	Aug 31	0.5	Oct 22	11.5	Dec 13	30	Feb 3	35	Mar 26	17	May 17	3
Jul 11	0	Sep 1	0.5	Oct 23	11.5	Dec 14	30.5	Feb 4	34.5	Mar 27	17	May 18	3
Jul 12	0	Sep 2	0.5	Oct 24	12.5	Dec 15	31	Feb 5	34.5	Mar 28	17	May 19	2.5
Jul 13	0	Sep 3	0.5	Oct 25	12.5	Dec 16	31	Feb 6	34.5	Mar 29	16	May 20	2.5
Jul 14	0.5	Sep 4	0.5	Oct 26	13	Dec 17	31	Feb 7	34	Mar 30	16	May 21	2.5
Jul 15	0.5	Sep 5	0.5	Oct 27	13.5	Dec 18	32	Feb 8	33.5	Mar 31	16	May 22	2.5
Jul 16	0	Sep 6	0.5	Oct 28	13.5	Dec 19	32	Feb 9	33.5	Apr 1	15.5	May 23	2
Jul 17	0	Sep 7	0.5	Oct 29	14	Dec 20	32	Feb 10	33.5	Apr 2	15	May 24	2
Jul 18	0	Sep 8	1	Oct 30	14.5	Dec 21	32.5	Feb 11	33	Apr 3	15	May 25	1.5
Jul 19	0	Sep 9	1	Oct 31	14.5	Dec 22	33	Feb 12	32.5	Apr 4	14.5	May 26	1.5
Jul 20	0	Sep 10	1	Nov 1	15	Dec 23	33	Feb 13	32.5	Apr 5	14	May 27	1.5
Jul 21	0	Sep 11	1.5	Nov 2	15.5	Dec 24	33	Feb 14	32.5	Apr 6	14	May 28	1.5
Jul 22	0	Sep 12	1.5	Nov 3	15.5	Dec 25	33.5	Feb 15	32	Apr 7	13.5	May 29	1.5
Jul 23	0	Sep 13	1.5	Nov 4	16.5	Dec 26	34	Feb 16	31.5	Apr 8	13.5	May 30	1.5
Jul 24	0	Sep 14	1.5	Nov 5	16.5	Dec 27	34	Feb 17	31.5	Apr 9	13	May 31	1.5
Jul 25	0	Sep 15	1.5	Nov 6	16.5	Dec 28	34	Feb 18	31	Apr 10	13	Jun 1	1.5
Jul 26	0	Sep 16	1.5	Nov 7	17.5	Dec 29	34.5	Feb 19	30.5	Apr 11	12.5	Jun 2	1
Jul 27	0	Sep 17	1.5	Nov 8	17.5	Dec 30	34.5	Feb 20	30.5	Apr 12	12	Jun 3	1
Jul 28	0	Sep 18	2.5	Nov 9	17.5	Dec 31	35	Feb 21	30	Apr 13	12	Jun 4	1
Jul 29	0	Sep 19	2.5	Nov 10	18.5	Jan 1	35	Feb 22	29.5	Apr 14	11.5	Jun 5	0.5
Jul 30	0	Sep 20	2.5	Nov 11	18.5	Jan 2	35	Feb 23	29.5	Apr 15	11.5	Jun 6	0.5
Jul 31	0	Sep 21	2.5	Nov 12	19.5	Jan 3	35.5	Feb 24	29	Apr 16	11	Jun 7	0.5
Aug 1	0	Sep 22	3	Nov 13	19.5	Jan 4	35.5	Feb 25	28.5	Apr 17	10.5	Jun 8	0.5
Aug 2	0	Sep 23	3	Nov 14	19.5	Jan 5	36	Feb 26	28	Apr 18	10.5	Jun 9	0.5
Aug 3	0	Sep 24	3.5	Nov 15	20.5	Jan 6	36	Feb 27	27.5	Apr 19	10.5	Jun 10	0.5
Aug 4	0	Sep 25	3.5	Nov 16	20.5	Jan 7	36	Feb 28	27.5	Apr 20	9.5	Jun 11	0.5
Aug 5	0	Sep 26	3.5	Nov 17	21	Jan 8	36	Feb 29	27	Apr 21	9.5	Jun 12	0.5
Aug 6	0	Sep 27	4	Nov 18	21.5	Jan 9	36	Mar 1	26.5	Apr 22	9.5	Jun 13	0.5
Aug 7	0	Sep 28	4	Nov 19	21.5	Jan 10	36.5	Mar 2	26	Apr 23	9	Jun 14	0
Aug 8	0	Sep 29	4.5	Nov 20	22	Jan 11	36.5	Mar 3	25.5	Apr 24	8.5	Jun 15	0
Aug 9	0	Sep 30	5	Nov 21	22.5	Jan 12	36.5	Mar 4	25.5	Apr 25	8.5	Jun 16	0
Aug 10	0	Oct 1	5	Nov 22	22.5	Jan 13	36.5	Mar 5	25	Apr 26	8.5	Jun 17	0
Aug 11	0	Oct 2	5	Nov 23	23.5	Jan 14	36.5	Mar 6	24.5	Apr 27	7.5	Jun 18	0
Aug 12	0	Oct 3	6	Nov 24	23.5	Jan 15	36.5	Mar 7	24	Apr 28	7.5	Jun 19	0
Aug 13	0	Oct 4	6	Nov 25	24	Jan 16	36.5	Mar 8	23.5	Apr 29	7.5	Jun 20	0
Aug 14	0	Oct 5	6	Nov 26	24.5	Jan 17	36.5	Mar 9	23.5	Apr 30	7	Jun 21	0
Aug 15	0	Oct 6	6	Nov 27	24.5	Jan 18	36.5	Mar 10	23	May 1	6.5	Jun 22	0
Aug 16	0	Oct 7	7	Nov 28	25	Jan 19	36.5	Mar 11	22.5	May 2	6.5	Jun 23	0
Aug 17	0	Oct 8	7	Nov 29	25.5	Jan 20	36.5	Mar 12	22	May 3	6	Jun 24	0
Aug 18	0	Oct 9	7	Nov 30	26	Jan 21	36.5	Mar 13	22	May 4	6	Jun 25	0
Aug 19	0	Oct 10	8	Dec 1	26	Jan 22	36.5	Mar 14	21.5	May 5	5.5	Jun 26	0
Aug 20	0	Oct 11	8	Dec 2	26.5	Jan 23	36.5	Mar 15	21	May 6	5.5	Jun 27	0
Aug 21	0	Oct 12	8	Dec 3	27	Jan 24	36.5	Mar 16	21	May 7	5	Jun 28	0
												Jun 29	0
												Jun 30	0

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APPENDIX D
NOMINATION AND BALANCING PROVISIONS

The following Provisions shall apply to individual transportation Customers being provided Transportation Service under the Large Volume Gas Transportation Service and the School Transportation Service..

NOMINATION PROVISIONS

At least ten (10) days prior to the beginning of each month, Customer shall provide Company with nominations specifying the daily volumes of gas to be delivered into the Company's system for Customer's account. Intra-month daily nomination changes shall be allowed by the Company, provided the delivering pipeline will accept the nomination change, and only if such change will not prevent the Company from acquiring that amount of gas that the Company has nominated for its firm service customers during such period.

The Customer shall be obligated to notify Company of the exact daily quantity of its nomination to the delivering pipeline of Customer-owned gas to be delivered to Company at pipeline delivery points agreeable to Company (Daily Pipeline Nomination). Customer must provide the notice specified above prior to each change in Customer's Daily Pipeline Nomination by submitting to Company the nomination via facsimile, by no later than 10:00 AM Central Clock Time ("CCT") of the workday previous to the start date of the Daily Pipeline Nomination. Company may accept nominations submitted after the deadlines specified above within its reasonable discretion. Until Customer submits the required nomination, Customer's nominations of daily quantities shall be zero.

The nomination form shall include the following information:

1. Start and end dates of nomination (Nomination Period);
2. Daily quantity, in dekatherms, of Customer's Daily Pipeline Nomination (Daily Transportation Nomination) along with;
 - a. Delivering pipeline;
 - b. Shipper on the delivering pipeline;
 - c. Transportation contract number;
 - d. The pipeline delivery points and quantities; and
 - e. Any other information reasonably required by company to properly identify and apply Customer's Daily Transportation Nomination.

Unless otherwise permitted by Company, the Nomination Period shall not exceed thirty-one days. When Customer is not the shipper on a pipeline, Customer shall cause the shipper to provide Company with a written statement detailing Customer's actual deliveries under Customer's Daily Pipeline Nomination during each Nomination Period by no later than one day following the end of the billing month.

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**TRANSPORTATION NOMINATION AND BALANCING PROVISIONS
(Continued)**

Customer shall pay a **NOMINATION ERROR CHARGE** of \$0.50 per dekatherm on the quantity difference between Customer's Daily Transportation Nomination and the actual deliveries under Customer's Daily Pipeline Nomination for each day such difference occurs.

BALANCING PROVISIONS

Customer shall be obligated to balance its total usage with the total deliveries of Customer-owned gas by the pipeline, as adjusted for prior month Over-Delivery Gas made available to Customer on an average daily basis or prior month Under-Delivery Gas made up by Customer on an average daily basis. An imbalance Quantity shall exist when the Customer's total usage is greater than or less than its total deliveries on a daily basis and/or a monthly basis. For purposes of applying the Daily and Monthly Balancing Provisions, the following definitions shall apply:

Daily Index Price: The Daily Midpoint Prices as reported in Gas Daily in the table "Daily Price Survey."

Monthly Index Price: The monthly index reported in Inside FERC's Gas Market Report, in the table "Prices of Spot Gas Delivered to Interstate Pipelines."

Daily Imbalance Provisions: Customer shall pay Company the following Daily Imbalance Charge on the portion of the Daily Imbalance Quantity that is greater than 9% of Total Daily Usage:

- 0.2 times the Daily Index Price on the portion of the Daily Imbalance Quantity that is greater than 9%, up to and including 20% of Total Daily Usage: plus
- 0.4 times the Daily Index Price on the portion of the Daily Imbalance Quantity that is greater than 20% of Total Daily Usage.

During an Operational Flow Order ("OFO"), the aforementioned Daily Balancing Provisions will be replaced by those specified in the section entitled Operational Flow Orders. During a Warm Weather OFO, Daily Under-Delivery Imbalance Quantities shall not be assessed the Daily Imbalance Charge. During a Cold Weather OFO, Daily Over-Delivery Imbalance Quantities shall not be assessed the Daily Imbalance Charge.

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**TRANSPORTATION NOMINATION AND BALANCING PROVISIONS
(Continued)**

Monthly Imbalance Provisions: Monthly Imbalance Quantities shall be carried forward to the following month and shall be considered to be received from Customer on an average daily basis in the following month. Customer shall pay Company the following Monthly Imbalance Charge on the portion of the Monthly Imbalance Quantity that is greater than 5% of Total Monthly Usage:

- 0.2 times the Monthly Index Price on the portion of the Monthly Imbalance Quantity that is greater than 5%, up to and including 15% of actual usage, plus
- 0.4 times the Monthly Index Price on the portion of the Monthly Imbalance Quantity that is greater than 15% of actual usage.

OPERATIONAL FLOW ORDERS

Customer agrees, when requested by the Company through an Operational Flow Order ("OFO"), to nominate and deliver gas supply to the Company's city gate in the manner instructed by the Company. Company may call a Cold Weather OFO or a Warm Weather OFO where such action is necessary, in the Company's sole judgment, to (1) protect the reliability of the Company's gas system; (2) assure deliveries of gas supplies to all of the Company's Firm Customers, (3) adhere to the various interstate pipeline companies' balancing requirements, as stated in their FERC-approved gas tariffs under which the Company is served, and/or (4) avoid high priced daily purchases detrimental to system supply Sales Customers.

During an Operational Flow Order Over-deliveries or Under-deliveries in excess of the quantity allowed shall be subject to an OFO Daily Imbalance Charge of fifteen dollars (\$15.00) per dekatherm in addition to the normally applicable Daily Imbalance Charge.

WAIVER OF CHARGES

In its reasonable discretion, on a case-by-case basis, the Company may waive all or part of the provisions herein; provided, however, that the waiver of such provisions shall be exercised on a non-discriminatory basis.

Issued: August 27, 2008

Effective: September 1, 2008

Issued by: Mandy G. Goldman
Base rates as approved, Cause No. 43377, August 27, 2008