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Applicable to All Gas Service

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TERMS AND CONDITIONS

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SECTION I - GENERAL

DEFINITION OF A "CUSTOMER":

A "customer", as used in this tariff schedule is defined as one individual, partnership, association, firm, public or private corporation, or governmental agency at a single location receiving one class of service.

The three principal classes of customers are described as follows:

- a. Residential Customer - One whose service is furnished for domestic purposes.
- b. Commercial Customer - One whose principal operation is providing or distributing a service or product at wholesale or retail. Examples of this class include stores, supermarkets, shops, shopping centers, offices, office buildings, restaurants, hotels, motels, clubs, theaters, hospitals, research laboratories, recognized rooming and boarding houses, one-meter apartment houses (but not individual tenants therein), service stations, garages, warehouses, churches, and schools.
- c. Industrial Customer - One whose principal operation is manufacturing or processing and consists of creating or changing raw or unfinished materials into another form or product. Examples of this class include factories, machine shops, mines, mills, quarries, oil wells, refineries, foundries, pumping plants, creameries, hatcheries, canning and packing plants, and others engaged in extractive, fabricating, or processing activities. Incidental retail sales do not affect the customer's industrial status.

DEFINITION OF THERM:

The term "therm" as used in this tariff schedule means that quantity of gas which contains one hundred thousand British thermal units (100,000 Btu).

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(Continued on Sheet No. 3.05)

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MIDAMERICAN ENERGY COMPANY  
Schedule of Rates For  
Gas Service in Illinois

Ill. C. C. No. 2  
First Revised Sheet No. 3.05  
Cancels Original Sheet No. 3.05

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TERMS AND CONDITIONS (Cont.)

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APPLICATION OF RATES:

The Company's published schedule of rates states the conditions under which each rate is available for gas service. The Company, at any time upon request, will determine for the customer the rate best adapted to existing or anticipated service requirements. However, the responsibility for the choice between two or more applicable rates will always rest with the customer.

Rates are normally established on the basis of twelve months' application and the customer, having selected a rate adapted to the customer's requirements, may not change to another rate within a twelve-month period unless there is a substantial and reasonably permanent change in the character or conditions of the requirements, or unless a substantial change affecting service is made in the Company's rate schedules.

\*

FIRE OR OTHER CASUALTY -- CUSTOMER'S BUSINESS PREMISES:

In case a fire or other casualty shall occur on the premises, rendering them unfit for the purposes of the customer's business, the customer's contract, having a definite term under the applicable rate, shall thereupon be suspended until such time as the premises shall have been reconstructed and reoccupied by the customer for the purposes of his business.

(Continued on Sheet No. 3.10)

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Issued: September 20, 2000

Effective November 6, 2000

Asterisk (\*) indicates change.

Issued by James J. Howard  
Vice President



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TERMS AND CONDITIONS (Cont.)

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RULES AND REGULATIONS:

Conditions of gas service are also subject to the Rules and Regulations of the Company as filed with the Illinois Commerce Commission.

\* CHANGES AND MODIFICATIONS:

The Company, notwithstanding any other provision of this Gas Tariff Schedule, shall have the right to make and file changes or modifications in the provisions of the Rates, Terms and Conditions, Riders, or the Company's Rules and Regulations, at any time by a subsequent filing with the Illinois Commerce Commission, made pursuant to the provisions of Ill. Rev. Stat., Ch. 111-2/3, an Act concerning public utilities, as amended, and the rules and regulations of the Commission.

CUSTOMER, APPLICANT, OR USER COMPLAINTS:

Complaints concerning charges, practices, facilities or services provided by the Company shall be investigated promptly and thoroughly. The Company shall keep such records of complaints as will enable it to review and analyze its procedures and actions.

Company employees responsible for inquiries shall be instructed to obtain and record all pertinent information concerning the complaint. If the complaint cannot be resolved at the initial inquiry point, the information shall be promptly referred to the employee or department who has authority to take appropriate action to resolve the complaint. Any complaint, if unresolved by the prior action, shall be referred to the appropriate management employee for resolution.

Complaints may be filed in person or by telephone with the Company's local commercial office. The Company shall take all reasonable steps to ensure that a complainant, unable to appear in person at a local commercial office, shall not be denied the right to be heard. Such reasonable steps may include a visit to the premises by a Company representative.

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(Continued on Sheet No. 3.15)

Issued: September 20, 2000

Effective November 6, 2000

Asterisk (\*) indicates change.

Issued by James J. Howard  
Vice President



MIDAMERICAN ENERGY COMPANY  
Schedule of Rates For  
Gas Service in Illinois

Ill. C. C. No. 2  
Original Sheet No. 3.15

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TERMS AND CONDITIONS (Cont.)

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The final step for any unresolved informal complaint shall be a filing with the Consumer Affairs Division of the Commission, by either the complainant or the Company, for a resolution of the issue.

(Continued on Sheet No. 3.20)

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Issued: June 23, 1995  
Pursuant to Commission  
Order in Docket No. 94-0439  
Dated May 3, 1995

Effective July 1, 1995  
  
Issued by B. E. Gale  
Vice President



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TERMS AND CONDITIONS (Cont.)

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SECTION II

CONDITIONS OF SERVICE

\* APPLICATION FOR SERVICE:

Applicants for residential service may be required to apply for service in person at any of the Company's local commercial offices. If Company records indicate the applicant has a prior unpaid balance for the same class of utility service, the applicant shall be required to pay a security deposit unless the applicant pays past due balance or at the Company's option enters into a Deferred Payment Agreement for the unpaid past due bill. Proof of identity may be required from any applicant.

All potential commercial or industrial customers shall be required to complete an application for service. A deposit shall be required from a commercial applicant who owes for past due utility service for the same class at the same or another address. Payment in full of any past due service bill shall also be required as a condition of service. A deposit may also be required from commercial applicants who are unable to establish satisfactory credit references.

EQUIPMENT FURNISHED AND MAINTAINED BY CUSTOMER:

All gas utilization equipment, piping, and vents furnished by the customer shall be suitable for the purposes hereof and shall be maintained by the customer at all times in conformity with requirements of public health and safety, as set forth by the properly constituted authorities and by the Company.

Where the use of gas is intermittent or subject to violent fluctuations, the Company reserves the right to require the customer to provide at his own expense suitable equipment to reasonably limit such intermittence or fluctuations and to so regulate his operations and the use of gas hereunder as not to jeopardize gas service being furnished by the Company to other customers.

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(Continued on Sheet No. 3.25)

Issued: September 20, 2000

Effective November 6, 2000

Asterisk (\*) indicates change.

Issued by James J. Howard  
Vice President



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TERMS AND CONDITIONS (Cont.)

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MUNICIPAL PERMITS AND INSPECTION FEES:

The customer agrees to secure without cost to the Company all necessary municipal permits for the installation and operation of the gas service piping and equipment in the street and on the premises.

LANDLORD'S CONSENT:

In case the applicant is not the owner of the premises or of intervening property between the premises and the Company's main, the applicant agrees to obtain from the proper owner, or owners, the necessary consent to the installation and maintenance on said premises and on such intervening property of all piping and other gas equipment required for supplying gas to the applicant.

CONTINUOUS SERVICE:

The Company shall not be responsible in damages for any failure to supply gas or for interruption of supply if such failure or interruption is without gross negligence on its part. In the event damages are payable, such damages shall be limited to any resultant property damage and personal injury.

ACCESS TO PREMISES:

The properly authorized agents of the Company shall at all reasonable hours have free access to the premises for the purpose of reading, examining, repairing, or removing the Company's meters or other property.

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(Continued on Sheet No. 3.30)



MIDAMERICAN ENERGY COMPANY  
Schedule of Rates For  
Gas Service in Illinois

Ill. C. C. No. 2  
Third Revised Sheet No. 3.30  
Cancels First Revised Sheet No. 3.30

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TERMS AND CONDITIONS (Cont.)

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RESALE:

The Company will not furnish gas for resale except as an undefined part of a fixed rental.

ESCAPING GAS:

The customer shall immediately give notice to the Company of any gas escaping in or about the premises.

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(Continued on Sheet No. 3.35)

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Issued: September 12, 2002  
Pursuant to Commission Order in  
Docket No. 01-0696 Dated September 11, 2002  
Asterisk (\*) indicates change.

Effective September 18, 2002  
  
Issued by James J. Howard  
Vice President



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TERMS AND CONDITIONS (Cont.)

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SECTION III

BILLING AND PAYING FOR SERVICE

BILLING:

Bills shall be rendered monthly for service hereunder unless otherwise specified. The term "month" for billing purposes shall mean the period between any two consecutive regular readings by the Company of the meters at the premises.

Gas meters are read as nearly as practicable every thirty days and charges for gas service will be computed and billed at monthly intervals. When the number of billing days varies from less than twenty-eight days or greater than thirty-three days and the meter read dates for the gas meter differ from the monthly cycle billing meter read dates, charges for gas service will be prorated. When the Company is unable to read the meter after reasonable effort, the customer will be billed for an estimated consumption based on the customer's previous usage after weather normalization, when applicable. Billing will be automatically adjusted at the time of the next regular meter reading.

The customer may not terminate service for one or more months in a year to avoid payment of a minimum bill at the same location.

If the Company is called upon for the convenience of the customer to furnish two or more metering installations per customer, each such installation will be considered a separate point of delivery and charges will be calculated separately therefor.

If a meter fails to register correctly, billings shall be adjusted in accordance with applicable 83 Ill. Admin. Code Part 500.

All bills for gas service are due and payable within twenty-one days or in accordance with provisions of 83 Ill. Admin. Code §280.90 regarding preferred payment dates for residential customers and fifteen days for non-residential customers from

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(Continued on Sheet No. 3.40)



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TERMS AND CONDITIONS (Cont.)

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the postmark of the bill, if mailed, or date of delivery, if delivered by other means. Failure to receive a bill does not exempt the customer from payment for service.

Bills may be paid at any office of the Company, at any authorized paystation, or by mail.

\* CHARGE FOR RETURNED CHECKS:

When the customer pays by a check which is not honored by the customer's bank and is returned to the Company, the customer will be assessed a charge of \$25.00.

DELINQUENT BILLS:

All bills presented for payment become delinquent after twenty-one days or in accordance with provisions of 83 Ill. Admin. Code §280.90 regarding preferred payment dates for residential customers and after fifteen days for non-residential customers from the postmark of the bill, if mailed, or date of delivery, if delivered by other means. The Company may discontinue service and remove the meter for such delinquency after eight days' written notice to the customer and compliance with rules established by the Illinois Commerce Commission.

ALLOWANCE FOR LATE NET PAYMENT:

On one monthly bill in each calendar year, but not more often, the Company will accept the net amount of such bill as full payment for such month after expiration of the net payment period. The customer shall be notified of the month that allowance was granted by a monthly period designation printed on all subsequent regular monthly bills rendered during the applicable calendar year.

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(Continued on Sheet No. 3.45)



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TERMS AND CONDITIONS (Cont.)

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PAYMENT BY MAIL:

When net payments are remitted by mail after the net payment period has expired, as determined from the date of the postmark, the payment will be credited to the customer's account, then, except as provided under ALLOWANCE FOR LATE NET PAYMENT, above, the amount omitted from the gross payment due will be added to the customer's next bill.

OBJECTION TO BILL FILED WITHIN NET PAYMENT PERIOD:

Where written objection to any bill is filed by the customer within the net payment period and the time required for investigation of such objection extends beyond the net payment period, the Company will accept net payment in full of such bill if payment is made within fourteen days after the customer has been notified of the results of such investigation.

RECONNECTION CHARGES:

\*

If service has been discontinued at the meter because of non-payment of the bill or for a violation of Company rules, the customer shall pay all delinquent bills plus a \$34.00 charge during normal work hours; a \$51.00 charge for after work hours; and a \$68.00 charge on Sundays and Holidays, plus applicable tax, for reconnection at the meter before service will be reestablished. There shall be one reconnection charge waived each calendar year. Customers may be liable for the additional costs incurred in disconnecting and reconnecting service other than at the meter. A deposit may be required before reconnection.

DEFERRED PAYMENT AGREEMENT:

Any residential customer disconnected or about to be disconnected who is unable to pay in full a delinquent bill may be granted an opportunity to enter into a reasonable payment agreement in order to bring the account to a current status in accordance with 83 Ill. Admin. Code §280.110.

PREFERRED DUE DATE:

A residential customer may have the monthly due date extended in accordance with 83 Ill. Admin. Code §280.90.

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(Continued on Sheet No. 3.50)



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TERMS AND CONDITIONS (Cont.)

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BUDGET PAYMENT PLAN:

The following Budget Payment Plan is available to any customer or applicant of the Company. Both gas and electric use may be billed under the Budget Payment Plan.

On request, the Company will furnish any customer:

1. An estimate of the total amount which will be billed for gas and electric service during the next twelve months.
2. The amount of the recommended monthly budget payment based on projected use.

Budget Payment Plan customers shall agree to the following:

1. To pay each monthly payment on or before the due date of the bill.
- \* 2. That if the aggregate of the actual charges for gas and electricity used during the budget period exceeds the total of the budget payments made during that period, the excess charges will be spread evenly over the next 12 budget billing payments, or the customer may choose to pay to the Company the amount of such excess on or before the due date of the bill for the closing month of the budget plan. If the aggregate is less than the budget payments, the balance shall be spread evenly over next 12 months or the customer may choose to receive either 1) a credit for the difference applied to the closing month bill or 2) a check for the amount.
3. That whenever in the Company's judgment it is deemed advisable to revise the estimate of the total amount of any customer's bills for any budget period, the Company shall prepare such revised estimate and advise the customer.
4. That failure to pay a budget payment on or before its due date shall be cause for removal of that customer from the Budget Payment Plan.
5. That the Company's estimate shall apply only to the premises then occupied by the customer, and if such premises are vacated during the budget year, the Budget Payment Plan account shall be closed. Any accrued balance payable to the customer shall be refunded, and any accrued balance payable to the Company shall be billed to the customer.

(Continued on Sheet No. 3.55)

Issued: September 25, 1998

Effective November 9, 1998

Asterisk (\*) indicates change.

Issued by James J. Howard  
Vice President







MIDAMERICAN ENERGY COMPANY  
 Schedule of Rates For  
 Gas Service in Illinois

Ill. C. C. No. 2  
 5<sup>th</sup> Revised Sheet No. 3.55  
 Cancels Fourth Revised Sheet No. 3.55

TERMS AND CONDITIONS (Cont.)

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 OBSESSIVELY, RELENTLESSLY AT YOUR SERVICE.	<table border="1"> <thead> <tr> <th>ACCOUNT NUMBER</th> <th>DUE DATE</th> <th>AMOUNT DUE</th> </tr> </thead> <tbody> <tr> <td>12345-67890</td> <td>Feb 13, 2007</td> <td>\$71.65</td> </tr> </tbody> </table>			ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	12345-67890	Feb 13, 2007	\$71.65
	ACCOUNT NUMBER	DUE DATE	AMOUNT DUE						
12345-67890	Feb 13, 2007	\$71.65							
Customer Service: 888-427-5632 PO Box 8020 Davenport IA 52808-8020 www.midamericanenergy.com	Service Address: JOHN DOE 999 MAIN ST IL 12345		Date: 01/22/07						
<b>ACCOUNT SUMMARY</b>									
<table border="1"> <thead> <tr> <th>LAST BILL AMOUNT</th> <th>PAYMENTS RECEIVED</th> <th>AMOUNT DUE</th> </tr> </thead> <tbody> <tr> <td>\$41.06</td> <td>\$41.06</td> <td>\$71.65</td> </tr> </tbody> </table>				LAST BILL AMOUNT	PAYMENTS RECEIVED	AMOUNT DUE	\$41.06	\$41.06	\$71.65
LAST BILL AMOUNT	PAYMENTS RECEIVED	AMOUNT DUE							
\$41.06	\$41.06	\$71.65							
If payment is received after Feb 13, 2007, a late payment charge of \$1.08 will be assessed on your next bill.									
<b>ELECTRIC CHARGES</b>									
Rate: 09 Residential Winter 12/19/06 to 01/22/07 34 billing days									
Meter No:G99999999	Company Reading 01/22/07	1158	Basic Service Charge 5.57						
	Company Reading 12/19/06	1083	Energy Charge 75 x 0.06068 4.55						
	Total kWh	75	Electricity Excise Tax 0.25						
			<b>Total \$10.37</b>						
<b>GAS CHARGES</b>									
Rate: 60 Residential 12/19/06 to 01/22/07 34 billing days									
Meter No:AY9999999	Company Reading 01/22/07	107	Basic Service Charge 10.95						
	Company Reading 12/19/06	53	Delivery Charge 54 x 0.08797 4.75						
	Total ccf	54	Gas Supply Charge 54 x 0.81893 44.22						
54 ccf x 0.995 pressure x 1.010 BTU factor = 54 therms			0.10 % Illinois CC Assessment 0.06						
			State Utility Tax 1.30						
			<b>Total \$61.28</b>						
<b>MESSAGE CENTER</b>									
Your next scheduled read date is Feb 20, 2007			Meter Read Group 14						
Beginning with bills issued for January 2007, the <i>Energy Charge Adjustment</i> line item will no longer be shown. This is now a fixed charge and has been consolidated into the <i>Energy Charge</i> and the <i>Lighting Charges Including Riders</i> line items. Please be assured that this is not a rate increase.									
During this winter season, please consider a contribution or pledge to I CARE to help needy families in your community.									
Keep Send	if payment is received after Feb 13, 2007, a late payment charge of \$1.08 will be assessed on your next bill.		Page 1 of 2						
 OBSESSIVELY, RELENTLESSLY AT YOUR SERVICE.	<table border="1"> <thead> <tr> <th>ACCOUNT NUMBER</th> <th>DUE DATE</th> <th>AMOUNT DUE</th> </tr> </thead> <tbody> <tr> <td>12345-67890</td> <td>Feb 13, 2007</td> <td>\$71.65</td> </tr> </tbody> </table>			ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	12345-67890	Feb 13, 2007	\$71.65
	ACCOUNT NUMBER	DUE DATE	AMOUNT DUE						
12345-67890	Feb 13, 2007	\$71.65							
ID#10023000020101400H0  *****5-DIGIT 61201 JOHN DOE 999 MAIN ST %JOE DOAKS P O BOX 123 ROCK ISLAND IL 61201-4624  		MidAmerican Energy Company PO Box 8020 Davenport IA 52808-8020 <small>2 15</small>							
0100123456789090000000716500000007273000000000009									

Issued: January 25, 2007

Effective: March 16, 2007

Asterisk (\*) indicates change.

Issued by: Naomi Czachura  
 Vice President



TERMS AND CONDITIONS (Cont.)

\*

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
12345-67890	Feb 13, 2007	\$71.65

Service Address: JOHN DOE  
 999 MAIN ST  
 IL 12345

Date: 01/22/07

Customer Service: 888-427-5632  
 PO Box 8020 Davenport IA 52808-8020  
 www.midamericanenergy.com

**MESSAGE CENTER (continued)**

If you have a question regarding your bill, service or another issue, please call us toll free at **888-427-5632**. Customer Service Associates are available 24 hours a day, seven days a week to help you. Customers using a TDD can reach us at 800-747-0593. If you prefer to conduct business electronically, various online customer services are available at [www.midamericanenergy.com](http://www.midamericanenergy.com).

Your electric consumption is metered in units of kilowatt hours (kWh). One kWh is the amount of electric energy used to keep one 100-watt light bulb burning for 10 hours.

Your natural gas consumption is measured by volume. One ccf is equivalent to 100 cubic feet. The ccf's you use during a billing period are converted to therms for billing. A therm is a standardized billing unit that represents the heating value of the gas sold to you.

**USAGE PROFILE**

ELECTRIC USAGE PROFILE				
PERIOD	DAYS	AVG COST PER DAY	AVG USE PER DAY	AVG TEMP
01/07	34	\$0.30	2.21 kWh	34
01/06	0	\$0.00	0.00 kWh	33

GAS USAGE PROFILE				
PERIOD	DAYS	AVG COST PER DAY	AVG USE PER DAY	AVG TEMP
01/07	34	\$1.80	1.59 Th	34
01/06	0	\$0.00	0.00 Th	33



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TERMS AND CONDITIONS (Cont.)

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SECTION IV

CREDIT, DEPOSIT, AND DISCONNECT PROVISIONS

ESTABLISHMENT AND MAINTENANCE OF CREDIT:

The customer may establish and maintain a good credit rating by paying all rendered bills for utility service by the bill due date. Such credit rating should not be affected by customer use of periodic Late Payment Allowance.

DEPOSITS:

The Company will require deposits, refund deposits, pay interest on deposits, and maintain records of deposits in accordance with 83 Ill. Admin. Code §280.70.

\* RIGHTS OF CUT-OFF:

The Company shall have the right to discontinue its gas service to the customer on due notice and to remove its property from the customer's premises whenever bills for gas service are in arrears or in case the customer fails to comply with or perform any of the conditions or obligations of this tariff. However, the Company will not discontinue its gas service between December 1 and the following March 31 to a customer who has been approved for and the Company has received agency notice of the approval for low-income energy assistance when

- the gas is used as the primary source of space heating or
- the gas is used to control or operate the primary source of space heating equipment at the premises.

Such customer will still owe the Company for the service used during this period.

FRAUDULENT USE OF GAS:

In the event fraudulent use of gas is discovered, the Company shall have the right to discontinue service after proper notice and service will not be resumed until all past due bills have been paid. Such bills shall include the estimated cost of gas fraudulently consumed together with payment for damages to the Company's equipment and associated costs including investigative expenses. Customers with interior meters may be required to relocate the metering installation on the exterior of the building. A tamper-proof meter installation may also be required, at the customer's expense.

(Continued on Sheet No. 3.65)



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TERMS AND CONDITIONS (Cont.)

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METERING:

The Company will furnish, install, and maintain all metering equipment necessary for measuring and billing the gas supplied. The customer shall provide a suitable place for the metering equipment which shall be readily accessible to employees of the Company for reading, testing, inspecting, or exchanging such metering equipment. Each separate point of delivery required by the customer will be metered separately and billed as a separate account unless otherwise provided in the rate or where determined by the Company that load size and engineering requirements make multiple service necessary.

REQUEST TESTS:

Upon the request of the customer, the Company will, without charge, test the customer's meter provided such tests need not be made more frequently than once in twelve months. The customer or his representative may be present when the meter is tested. A report of the results of the test will be made to the customer within a reasonable time. The record of each test will be kept on file.

AVAILABILITY OF GAS SERVICE:

The Company's policy relating to new or incremental use of gas supply or system capacity is:

1. Replacement of existing gas-utilizing equipment is permissible if there is no increase in requirements (gas supply or system capacity).
2. A written application is required to request new or increased requirements, except for residential appliances other than space heating equipment. Such applications will be subject to the following:

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(Continued on Sheet No. 3.70)



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TERMS AND CONDITIONS (Cont.)

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- A. Applications will be reviewed on a first-come, first-served basis by date of receipt of a properly completed application. New or incremental use applications will be authorized only if gas supply and system capacity are available, or can reasonably be obtained by the Company, and if the addition of such new or incremental use of gas would not jeopardize public health or safety or jeopardize the integrity of the Company's gas system.
  - B. If the Company denies an application, an explanation as to why the Company was unable to approve the application will be provided to the applicant. Upon request, the Company will also provide a non-binding estimate of when the requested supply or system capacity is anticipated to become available.
3. If the use of new or incremental gas requirements has not commenced within 12 months from the date of the application, the application will be reviewed to determine when the new or incremental gas usage is anticipated to commence. If, in the Company's judgment, it does not appear that the new or incremental gas usage may commence within three months, the authorization will be cancelled without prejudice to the customer or prospective customer submitting a new application.

CURTAILMENT OF GAS SERVICE:

\* In the event of a gas shortage or an interruption in the Company's gas supply for any reason, the Company shall be entitled to curtail deliveries of gas to interruptible Sales Customers. Interruptible Sales Customers shall have a priority subordinate to the Company's Firm Sales, Firm Supply Standby and Transportation Services.

\* In addition, the Company shall be entitled: (1) to curtail deliveries of gas to any commercial or industrial customer, whenever in its judgment such curtailment shall be necessary to maintain the integrity of gas service to the Company's residential and small commercial Customers; and (2) to allocate available gas supply among some or all of its remaining Customers, whenever in its judgment such supply shall be inadequate to provide gas service to all of such Customers in addition to its residential and small commercial Customers. In effecting any such curtailment or allocation of deliveries, the Company shall first curtail or discontinue the supply of gas to such Customers as commonly use large quantities of gas and are not engaged in an activity essential to health or safety, and where the gas not delivered can conveniently and readily be utilized by the Company to reduce any deficiency in the gas supply to its other Customers. Such curtailment or allocation of gas supply will be applied to the smallest determinable geographical area.

(Continued on Sheet No. 3.75)

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Issued: December 14, 2000

Effective February 1, 2001

Asterisk (\*) indicates change.

Issued by James J. Howard  
Vice President



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TERMS AND CONDITIONS (Cont.)

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\* To the extent possible, such curtailment shall be performed pro rata by priority class of service. However, should emergency conditions arise as deemed necessary by the Company, such curtailment shall not be required to be on a pro rata basis. Such priority class of service shall include, from highest to lowest priority:

- Small Volume Firm
- Medium Volume Firm
- Large Volume Firm and Firm Supply Standby

\* The Company also reserves the right to limit, on any day, the volumes of Customer-owned gas delivered into the Company's system when, in the Company's sole judgment, the total gas supply to be delivered into the Company's system may cause an adverse effect on system operations.

COMPANY'S PROPERTY AND PROTECTION THEREOF:

All meters, piping, and other equipment placed on the customer's premises by the Company for the purpose of rendering gas service to said premises, unless otherwise expressly provided, shall be and remain the property of the Company, and the customer shall exercise reasonable care to protect such property from loss or damage. The customer shall not authorize anyone who is not an employee of the Company to remove or tamper with Company property. If requested, for the convenience of the customer, the Company will move any such facilities to another acceptable location on the premises, at the customer's expense.