

The Peoples Gas Light and Coke Company

RIDER TO SCHEDULE OF RATES FOR GAS SERVICE

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Rider AGG

Aggregation Service

Applicable to Rider CFY

Available to CFY Suppliers who execute a written contract for service hereunder.

Section A - Definitions

As used in this rider, the terms below are defined to mean:

Adjusted Monthly Storage Activity (Adjusted MSA) shall mean, for each month, the month's Monthly Storage Activity (MSA) adjusted for the previous months' Storage Carryover.

Aggregation Service shall mean a service provided by the Company that allows CFY Suppliers to deliver gas to the Company, on an aggregated basis, for the Rider CFY customers that comprise the membership of the CFY Supplier's Pool.

Billing Cycle shall mean the regular periodic interval for reading the meter or estimating the consumption of a customer for billing purposes.

Carry Forward Account shall mean the account in which the Company tabulates carry forward activity pursuant to Section H.

Carry Forward Quantity shall mean the Pool MDQ determined prior to the first day of each month multiplied by four.

CFY Supplier shall have the meaning ascribed to it in Rider CFY.

Critical Day shall have the meaning ascribed to it in Rider SST. Each such Critical Day shall, as described in Rider SST, be designated a Supply Shortage Day or a Supply Surplus Day.

* **Customer of Record** shall mean the person whose name appears on the Company's records as having agreed to pay for utility service at the premises for which service under Rider CFY shall be provided.

Daily Imbalance-Overage shall mean the number of therms by which the CFY Supplier's actual deliveries to the Company on any day are greater than the RDDQ, as adjusted for the applicable tolerance described in Section E of this rider.

Daily Imbalance-Underage shall mean the number of therms by which the CFY Supplier's actual deliveries to the Company on any day are less than the RDDQ, as adjusted for the applicable tolerance described in Section E of this rider.

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Section A - Definitions - continued

Daily Index, Common High shall mean the price published in "Gas Daily" under the headings Citygates, Chicago city-gates, Common (high price in the range) applicable to the day of Flow, or any successor to that index. On any day that the index is unavailable, the Company shall use a reported Chicago citygate price from another similar publication, as determined in the Company's sole discretion. When required by the context in which the term is used, the price shall be converted from a price per dekatherm to a price per therm by dividing the per dekatherm charge by 10.

Daily Index, Common Low shall mean the price published in "Gas Daily" under the headings Citygates, Chicago city-gates, Common (low price in the range) applicable to the day of Flow, or any successor to that index. On any day that the index is unavailable, the Company shall use a reported Chicago citygate price from another similar publication, as determined in the Company's sole discretion. When required by the context in which the term is used, the price shall be converted from a price per dekatherm to a price per therm by dividing the per dekatherm charge by 10.

Daily Index, Midpoint shall mean the price published in "Gas Daily" under the headings Citygates, Chicago city-gates, Midpoint (average price in the Common range) applicable to the day of Flow, or any successor to that index. On any day that the index is unavailable, the Company shall use a reported Chicago citygate price from another similar publication, as determined in the Company's sole discretion. When required by the context in which the term is used, the price shall be converted from a price per dekatherm to a price per therm by dividing the per dekatherm charge by 10.

First of Month (FOM) shall mean the index price published in "Gas Daily Price Guide" under the headings: Market Center Spot Gas Prices (per MMBtu); Index; Upper Midwest; Chicago city-gates; and in effect at the Chicago city-gate for the first of the current month, or any successor to that index. When required by the context in which the term is used, the price shall be converted from a price per dekatherm to a price per therm by dividing the per dekatherm charge by 10.

Gas Charge shall mean the cents per therm amount set forth as the Gas Charge applicable for a specified month in the Company's monthly filing pursuant to Rider 2 of this rate schedule.

Heating Degree Days (HDD) shall mean the amount, expressed in degrees (Fahrenheit), calculated as 65° minus the average of the day's high and low temperatures as reported at O'Hare International Airport. The minimum HDD value for any day will be zero.

Injection Period shall mean the period from April 1 through October 31.

Monthly Adjusted Deliveries shall mean the sum of the CFY Supplier's actual daily deliveries to the Company in the month, adjusted for daily deliveries outside the applicable tolerances described in Section E of this rider and adjusted for carry forward activity pursuant to Section H of this rider.

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Section A - Definitions - continued

Monthly Average Normal Heating Degree Days shall mean, for each day during a month, the number of Heating Degree Days for the month under normal weather conditions based on data from O'Hare International Airport, divided by the number of days in the month.

Monthly Cash-out Quantity shall mean the difference between the Monthly Adjusted Deliveries and the Pool's consumption, adjusted for the applicable MSA during the calendar month as determined by the Company.

Monthly Storage Activity (MSA) - For each month in the Withdrawal Period, MSA shall be a quantity determined by multiplying the Pool MSQ by the monthly percentage established by the Company. The sum of the monthly percentages for the Withdrawal Period shall total 100 percent.

For each month in the Injection Period, MSA shall be a quantity determined by multiplying the Pool MSQ by the monthly percentage established by the Company. The sum of the monthly percentages for the Injection Period shall total 100 percent.

MSA shall always be rounded to the nearest whole therm value.

Monthly System Coefficient shall mean the monthly value, which determines in aggregate the amount by which all Pools' RDDQs are adjusted each day during the Withdrawal Period to account for any deviations from the Monthly Average Normal Heating Degree Days.

Non-Critical Day shall have the meaning ascribed to it in Rider SST.

Pool shall mean the group of Rider CFY customers that the CFY Supplier establishes under its contract with the Company.

Pool Coefficient shall mean the value used to determine the amount by which a Pool's RDDQ is adjusted each day during the Withdrawal Period to account for any deviations from the Monthly Average Normal Heating Degree Days. It is calculated by multiplying the Monthly System Coefficient by the Pool MDQ Percentage.

Pool Maximum Daily Quantity (Pool MDQ) shall mean the sum of the MDQs, as determined under Rider CFY, of customers in the Pool. The Pool MDQ shall be recalculated each month to reflect additions and deletions of customers.

Pool Maximum Storage Quantity (Pool MSQ) shall mean the Pool MDQ determined prior to the first day of each month during the Injection and Withdrawal Periods multiplied by the number of days of bank provided in the Company's base rates and through the Company's gas charge rates, as shown on the information sheet filed with the Commission on the most recent March 1 of each year to be effective on the next April 1 for a one-year period, reduced by the Carry Forward Quantity.

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Section A - Definitions - continued

Pool MDQ Percentage shall mean the Pool Maximum Daily Quantity at the beginning of the Withdrawal Period divided by the System MDQ.

Pool Unaccounted for Gas shall mean the quantity of CFY Supplier-owned gas the Company shall retain, at the time of delivery into the Company's system, representing the Pool's proportionate share of unaccounted for gas. Such quantity shall equal the number of therms delivered by the CFY Supplier to the Company's system under this rider multiplied by the effective Factor U, as defined in the Terms and Conditions of Service.

Required Daily Delivery Quantity (RDDQ) shall mean the quantity of gas, determined as described in Section E of this rider, that the CFY Supplier is required to deliver to the Company each day.

Required Monthly Delivery Quantity (RMDQ) shall mean, for each month, the quantity of gas equal to the sum of the RDDQs for each day in such month.

Storage Carryover for each month shall mean the quantity of gas withdrawn from storage greater than (surplus) or less than (deficit) the month's Adjusted MSA.

System Maximum Daily Quantity (System MDQ) shall mean the maximum daily quantity that all customers within the Company's system require on a peak day.

Withdrawal Period shall mean the period from November 1 through March 31.

Section B - Supplier Qualifications

A CFY Supplier must:

- (1) complete the application process, as described in Section C of this rider;
- (2) enter into a written contract with the Company; and
- (3) warrant that it has obtained agreement with each Customer of Record in the Pool.

Section C - Application Process

Applicants must complete the application process before enrolling customers. A complete application shall include the Application Charge described in Section D of this rider and the following documentation:

- (1) credit report; and
- (2) signed marketer application.

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Section C - Application Process – continued

Applicants must also provide the following documents that are required for Company informational purposes and to determine the form of adequate assurances of payment that the CFY Supplier may provide:

- (1) latest financial statements;
- (2) current Annual Report, if applicable;
- (3) latest 10K or 10Q, if applicable;
- (4) name, address, and telephone number of three utility references;
- (5) organizational structure of parent corporation and affiliate companies;
- (6) disclosure of current or pending operation under bankruptcy or insolvency laws; and
- (7) disclosure of current or pending legal proceedings related to providing gas transportation service to residential, commercial, or industrial customers.

Applicants who are not currently operating a pool under Rider P or under either Rider P or Rider AGG of North Shore Gas Company's Schedule of Rates for Gas Service shall be required to include documentation demonstrating business experience as a supplier to residential, commercial, or industrial customers.

Standard credit factors shall be used to evaluate the eligibility of suppliers.

Section D - Rates

The rates for service hereunder shall consist of an Aggregation Charge, an Application Charge, a Cash-out Charge, LDC Billing Option Charges if applicable, an Under-delivery Charge, and an Over-delivery Charge.

Aggregation Charge

- * The monthly Aggregation Charge shall be \$200.00 per Pool and a charge of \$1.02 per customer in such Pool.

Application Charge

- * The Application Charge shall be \$2,000.00 per applicant. Payment is due with the application. The Application Charge shall be refunded in full if the applicant does not meet the qualifications described in Sections B (1) and B (2) of this rider.

Cash-out Charge

- * The monthly Cash-out Charge shall be the Pool's Monthly Cash-out Quantity multiplied by 100% of the AMIP as defined in Section L of Rider SST. In addition, the Cash-out Charge shall include a charge of \$1.00 for each therm by which the CFY Supplier's actual daily deliveries to the Company in the month, adjusted for daily deliveries outside the applicable tolerances described in Section L of Rider SST, are greater or less than the RMDQ by 5 percent.

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Section D - Rates - continued

LDC Billing Option Charges

The monthly LDC Billing Option charges applicable to CFY Suppliers purchasing this optional billing service from the Company shall be: (a) \$0.50 per bill issued by the Company; (b) \$0.02 per line in excess of five lines of charges up to a total of two additional lines; and (c) \$0.01 per message line up to a total of five lines.

Under-delivery Charge

The Under-delivery Charge payable by the CFY Supplier to the Company is based on daily data and shall be the sum of the applicable Under-delivery Imbalance Charge, cashed-out on the basis shown below, and the Critical Day Charge, if applicable, applied to the Daily Imbalance-Underage. The Imbalance Level shall be determined as the percentage of the Daily Imbalance-Underage, adjusted to include deliveries within the applicable tolerance per Section E, compared with the RDDQ.

Non-Critical Days

The **Under-delivery Imbalance Charge** shall be determined for Non-Critical Days as follows:

Imbalance Level	Under-delivery Charge
0% to 10%	No Charge
Greater than 10%	110% of the Daily Index, Common High

Critical Supply Shortage Days

The **Under-delivery Imbalance Charge** for Critical Supply Shortage Days, per therm of Daily Imbalance-Underage, shall be 100% of the higher of the Daily Index, Midpoint or the Gas Charge.

The **Critical Day Charge** for Critical Supply Shortage Days shall be \$6.00 per therm of Daily Imbalance-Underage.

Critical Supply Surplus Days

The **Under-delivery Imbalance Charge** for Critical Supply Surplus Days, per therm of Daily Imbalance-Underage, shall be 100% of the Daily Index, Common High.

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Section D - Rates – continued

Over-delivery Charge

The **Over-delivery Charge** is based on daily data and shall be the net from offsetting the amount owed to the CFY Supplier by the Company for the applicable Over-delivery Imbalance Charge, cashed-out on the basis shown below, with the amount that the CFY Supplier owes the Company for the Critical Day Charge, if applicable, applied to the Daily Imbalance-Overage. The Imbalance Level shall be determined as the percentage of the Daily Imbalance-Overage, adjusted to include deliveries within the applicable tolerance per Section E, compared with the RDDQ.

Non-Critical Days

The **Over-delivery Imbalance Charge** shall be determined for Non-Critical Days as follows:

Imbalance Level	Over-delivery Charge
0% to 10%	No Charge
greater than 10%	90% of Daily Index, Common Low

Critical Supply Shortage Days

The **Over-delivery Imbalance Charge** for Critical Supply Shortage Days, per therm of Daily Imbalance-Overage, shall be 100% of the Daily Index, Common Low.

Critical Supply Surplus Days

The **Over-delivery Imbalance Charge** for Critical Supply Surplus Days, per therm of Daily Imbalance-Overage, shall be 100% of the lower of the Daily Index, Midpoint or the Gas Charge.

The **Critical Day Charge** for Critical Supply Surplus Days shall be \$6.00 per therm of Daily Imbalance-Overage.

Late Payment Charge

A charge for late payment shall be determined under the Late Payment Charge provision in the Terms and Conditions of Service of this rate schedule.

Reimbursement for Taxes

In addition to the charges under Rider 1, the CFY Supplier shall reimburse the Company for any taxes that the Company shall be required to pay or obligated to collect from the CFY Supplier for service hereunder. Any such taxes and associated costs that the Company is authorized by law to recover shall be billed to the CFY Supplier on a monthly basis.

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Section E - Delivery Determination

The Company shall inform the CFY Suppliers of the RDDQ for each day no later than 8:30 a.m. Central Time on the business day prior to the day of flow. If the Company has, for any reason, not posted on its electronic bulletin board or otherwise notified the CFY Suppliers of the RDDQ on or before 8:45 a.m. Central Time on any business day, the CFY Supplier shall deliver a gas quantity equal to the previously forecasted RDDQ for such day.

The RDDQ shall be calculated using the Company's estimation procedure. This procedure incorporates the unique heating and non-heating factors for each customer in the Pool, actual weather forecasts, an adjustment for Pool Unaccounted for Gas, the applicable MSA divided by the number of days in the month, an adjustment based on the Pool Coefficient to provide weather sensitivity as described in Section I, an adjustment to meet the Storage Carryover requirement in Section I, and an adjustment to meet the carry forward requirements in Section H.

The factors used to derive the RDDQ shall be provided to the CFY Suppliers. On each Non-Critical Day, the CFY Supplier shall deliver a gas quantity within the range defined by the RDDQ, plus or minus 10 percent of the RDDQ (rounded to the nearest dekatherm). On each Critical Supply Surplus Day and on each Critical Supply Shortage Day, the CFY Supplier shall deliver a gas quantity equal to the RDDQ. At the end of each month, the Monthly Adjusted Deliveries shall be within plus or minus 5 percent of the RMDQ (rounded to the nearest dekatherm).

Section F - Contract with the CFY Supplier

* The initial term of the contract shall end on the first March 31 following the effective date thereof, and automatically renew annually thereafter. The Company or the CFY Supplier shall have the right to terminate the contract at the end of any contract year on 30 days written notice. Upon contract termination, all amounts due the Company shall be paid and the customer shall cash-out at 100 percent of the AMIP as defined under Section L of Rider SST, the Pool MSQ, adjusted for the cumulative MSA at the time of termination, any gas accounted for in the Carry Forward Account and, pursuant to Section D, Cash-out Charge, the Monthly Cash-out Quantity. CFY Suppliers must provide adequate assurances of payment. Such assurances shall be an irrevocable standby letter of credit drawn on a bank acceptable to the Company, cash deposit, or parental guarantee, based upon the Company's determination of qualifications. The amounts shall be determined by November 1 annually, based on the customers served by the CFY Supplier and a rate of \$2.00 per therm of Pool MDQ. The Company may revise the amounts from time to time if the Pool MDQ changes significantly.

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Section F - Contract with the CFY Supplier - continued

The contract between the Company and the CFY Supplier shall provide for:

- (1) the measurement of CFY Supplier-owned gas delivered to the Company and minimum gas quality specifications;
- (2) the rate or rates of delivery and associated pressure of gas transported for any CFY Supplier hereunder;
- (3) the procedure by which the CFY Supplier shall nominate gas to the Company; and
- (4) standard and customary contract provisions such as governing law, notices and provisions governing contract interpretation.

Section G - Maximum Storage Quantity

The amount of gas to be injected or withdrawn from storage shall be determined by the Company and included in the determination of RDDQs. The injected amounts shall be consistent with the Company's storage activity plan and the estimated requirements of the CFY Supplier's Pool. The withdrawal amounts shall be consistent with the Company's storage activity plan and Section I.

The Pool MSQ shall be determined by the Company on a monthly basis on or around the twentieth (20th) day of each month prior to gas flow based on the Pool MSQ at that time. The Company shall notify CFY Suppliers of the Pool MSQ, and the daily delivery requirements for the Pool MSQ.

In conjunction with the Pool MSQ determination and at the end of each month during the period April through February, the Company will calculate the CFY Supplier's Pool MSQ based on the Pool's MDQ at that time. The Company will calculate the appropriate month end storage balance for that Pool as if the CFY Supplier had been injecting gas for customers in the Pool during the entire Injection Period and withdrawing gas for those customers during the entire Withdrawal Period. That amount will be subtracted from the actual month end storage balance to determine the difference.

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Section G - Maximum Storage Quantity - continued

* For negative differences (less inventory than the current Pool of customers should have), the CFY Supplier will purchase gas from the Company at the FOM price of the following month and the storage account will be increased by those volumes.

For positive differences (more inventory than the current Pool of customers should have) the CFY Supplier will sell gas to the Company at the FOM price of the following month and the storage account will be decreased by those volumes.

The above differences will be determined exclusive of the deviation from the planned storage withdrawals as specified under Section I of this rider.

Section H - Carry Forward

CFY Suppliers shall be required to deliver each month, as part of the RDDQ, an amount of gas sufficient to maintain a balance in the Carry Forward Account equal to 50% of the Carry Forward Quantity.

Each month an amount equal to the lesser of the Monthly Cash-out Quantity or 50% of the Carry Forward Quantity may be carried forward to the second month following the month in which such Monthly Cash-out Quantity occurred. The carried forward amount shall not be subject to the Cash-out Charge determined by the AMIP. Such amount shall increase or decrease, as applicable, the balance in the Carry Forward Account.

Section I - RDDQ Weather Adjustment

In determining the storage component of the RDDQ calculation during the Withdrawal Period, actual storage withdrawals shall deviate from the Adjusted MSA on a daily basis as forecast HDDs deviate from Monthly Average Normal Heating Degree Days. For each Pool, the amount of the deviation will be determined by multiplying the Pool Coefficient by the difference between the forecast HDDs and the month's Monthly Average Normal Heating Degree Days.

At the end of each month during the Withdrawal Period, a Storage Carryover will be calculated by taking the difference between the actual gas withdrawn from the Pool's storage account in the month and the month's Adjusted MSA. An Adjusted MSA for the remaining withdrawal months will be calculated by pro-rating the current month's Storage Carryover over each remaining month during the Withdrawal Period based on the percent of each month's MSA of Pool MSQ.

Any surplus in a Pool's storage account at the end of the Withdrawal Period shall be used to reduce ratably each day's RDDQ storage component throughout the Injection Period and adjusting the RDDQ accordingly during that period. If the surplus is greater than the Pool MSQ, the amount of storage in excess of the Pool MSQ shall be cashed out at the end of the Injection Period.

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Section J - Standards of Conduct

CFY Suppliers shall adhere to the following Standards of Conduct:

- (a) render all bills to customers in clear and understandable language;
- (b) on all bills rendered to customers, include the telephone number of the CFY Supplier's customer information center and the Company's emergency telephone number and include statements that the Company should be notified in the event of an emergency or suspected gas leak;
- (c) for all bills issued that include the Company's charges, separately identify the CFY Supplier's charges and the Company's charges;
- (d) provide a toll free telephone exchange or local telephone exchange number for customers to contact the CFY Supplier;
- (e) include a statement on all bills rendered to customers indicating that service was rendered pursuant to the Company's Choices For Yousm program;
- (f) promptly notify any current or past customers of any billing adjustment for cancels and rebills;
- (g) establish customer complaint procedures and respond to complaints promptly;
- (h) ensure that customers are given adequate notice (15 days) of termination of commodity service from the CFY Supplier prior to any applicable contract termination or at least 15 days notice in the event of non-payment of CFY Supplier services for more than 45 days;
- (i) refrain from direct marketing to the customers on the Company's "Do Not Contact" list;
- (j) adhere to any applicable truth in advertising laws;
- * (k) refrain from telemarketing to the Company's customers between the hours of 9:00 PM and 8:00 AM Central Time;
- (l) provide to each customer added to or deleted from a Pool it manages, a letter of explanation sent through the United States mail;
- (m) include, as a minimum, the following information for a voice recorded customer contract: name of CFY Supplier, authorization of CFY Supplier as agent, pricing of gas, other charges, contract termination charges (if any), customer name and account number;

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Section J - Standards of Conduct - continued

- (n) file with the Illinois Commerce Commission and provide to the Company a copy of bill formats, standard customer contract and customer complaint and resolution procedures, and provide a CFY Supplier contact and telephone number prior to commencing participation in the Choices For Yousm program, and on an ongoing basis as warranted by changes in any of the above; and
- (o) provide each Service Classification No. 1 customer the opportunity to rescind its agreement without penalty within three business days of initial acceptance of the agreement.

Failure to comply with the Standards of Conduct is a basis for removal as a participating CFY Supplier under Rider AGG. Any party alleging improper enforcement of the Standards of Conduct may file a complaint with the Illinois Commerce Commission pursuant to Section 10-108 of the Illinois Public Utilities Act.

Section K - Customer Information

The CFY Supplier shall electronically submit to the Company, in a manner determined by the Company, a listing of each customer, identified by the account number, to be included in a Pool. The CFY Supplier shall warrant that it has obtained sole agent authorization from each customer and shall agree to provide access to agency or other agreements to the Company for auditing purposes. The CFY Supplier may contract with a customer by any lawful means, including telephone solicitation and the internet.

Section L - Terms of Service

* Service shall be provided hereunder whenever and to the extent that CFY Supplier-owned gas has been delivered for it to the Company's system in accordance with the contract hereunder. If a CFY Supplier does not deliver CFY Supplier-owned gas to the Company for any 30-day period, the Company may terminate the contract.

In the event there is a Company gas supply interruption or curtailment, all CFY Supplier-owned gas delivered to the Company shall be made available to the Pool, except that the Company may interrupt deliveries of the same to the Pool for reasons of limitation of system capacity to the same extent that service to the Pool would be interrupted or curtailed absent service under this rider. System capacity as used herein shall include storage capacity from all sources.

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Section L - Terms of Service – continued

* The Company shall be able to interrupt deliveries of CFY Supplier-owned gas to the Pool and use that gas to serve sales customers when there is a gas supply interruption or curtailment and it believes essential community health or safety activities could be impaired or affected. The sole compensation per therm for such an interruption and use of CFY Supplier-owned gas shall be 100 percent of the AMIP as defined under Section L of Rider SST of this rate schedule plus \$1.50 per therm.

The CFY Supplier shall be responsible for delivery expenses of its gas to the Company's system and shall ensure deliveries to Company facilities are in accordance with the contract hereunder. The Company shall not be obligated to accept delivery of any CFY Supplier-owned gas that does not conform to the contractual quality specifications.

If the CFY Supplier shall fail to comply with or perform any of the conditions or obligations hereunder, the Company may: (i) after verbal and written notice, suspend receipt of CFY Supplier-owned gas into the Company's system until the CFY Supplier cures such failure; or (ii) terminate all service 10 days after providing written notice, unless the CFY Supplier cures such failure during this ten-day period. The suspension or termination of service for any such cause shall not release the CFY Supplier from the obligation to make payment of any amounts due or to become due in accordance with terms of the contract hereunder.

Upon termination of service, the CFY Supplier's Pool MSQ, adjusted for the cumulative MSA at the time of termination and any gas accounted for in the Carry Forward Account, shall be cashed out at an amount equal to the current month's AMIP. The CFY Supplier shall also cash-out the Monthly Cash-out Quantity pursuant to Section D of this rider.

The Company may terminate service to a Rider CFY customer in accordance with Rider CFY and 83 Illinois Administrative Code Part 280. The Company shall notify the CFY Supplier of the effective termination date, and subsequent RDDQs shall exclude said customer's consumption.

CFY Suppliers may terminate service to a Rider CFY customer subject to contractual provisions between the parties. The Company shall be notified of all customers terminated from a CFY Supplier's Pool(s) via the electronic data transmission method described in Section K. The effective termination date shall be the first day of the customer's next Billing Cycle following notification to the Company by the CFY Supplier. Subsequent RDDQs shall exclude said customer's consumption.

This rider is subject to Terms and Conditions of Service and Riders to Schedule of Rates for Gas Service which are applicable to this rider.

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