

**NORTHERN ILLINOIS GAS COMPANY
D/B/A NICOR GAS COMPANY
CUSTOMER SELECT PROGRAM
SUPPLIER DEPOSIT GUARANTY AGREEMENT**

This Supplier Deposit Guaranty Agreement ("Guaranty") is made and entered into on _____, _____. For value received, the _____ Corporation ("Guarantor"), whose principal place of business is at _____, unconditionally guaranties payment to Northern Illinois Gas Company, d/b/a Nicor Gas Company ("Nicor Gas") whose principal place of business is at 1844 Ferry Road, Naperville, Illinois 60563-9600 ("Obligee") of that certain Supplier Deposit in the amount of \$ _____ due Obligee pursuant to that certain Supplier Aggregation Agreement dated _____, _____ executed by Guarantor's wholly owned subsidiary _____ ("Obligor") whose principal place of business is at _____.

Guarantor waives notice of acceptance of this Guaranty and waives diligence on the part of Obligee in collection of the indebtedness. Obligee shall have the privilege of granting such renewals and extensions as Obligee may deem proper. Guarantor further expressly waives notice of nonpayment, protest, and notice of protest with respect to the indebtedness covered by this Guaranty.

This Guaranty is in addition to any other security that Obligee now or hereafter may have. However, this Guaranty shall be construed to supercede, amend and modify any and all previous guaranties pertaining to Customer Select Programs presently in effect between Nicor Gas and Obligor. Obligee may surrender or release all or portion of such other security without affecting this Guaranty. It shall not be necessary for Obligee to enforce payment by Guarantor of the indebtedness, to first institute suit, or to pursue or exhaust remedies against Obligor, or against any other security that Obligor may have.

Guarantor acknowledges that this Guaranty is irrevocable and is in effect and binding on Guarantor without reference to whether it is signed by any other entities or persons. Guarantor agrees that this Guaranty shall continue in full force and effect notwithstanding dissolution of Guarantor, the release by agreement, operation of law or the extension of time to any other guarantor(s) as to obligations then existing.

Liability of Guarantor under this Guaranty shall not be affected or impaired by the existence, from time to time, of an indebtedness or liability of Obligor to Obligee in excess of the amount of this Guaranty. Guarantor represents and warrants that it is duly authorized by all necessary action to execute this Guaranty.

The interpretation and performance of this Supplier Deposit Guaranty Agreement shall be governed by the laws of the State of Illinois, excluding any conflict of law rule which would apply the law of another jurisdiction.

BY: _____

NAME: (Print) _____

TITLE: _____

DATE: _____

ATTEST:
