

# Nicor Advanced Energy, L.L.C.

## Lock 12<sup>®</sup> Plan (Commercial): Terms and Conditions

**1. Lock 12<sup>®</sup> Plan.** You agree to enter into this Lock 12 Plan (Plan) Agreement (Agreement) with Nicor Advanced Energy, L.L.C. (Company). You hereby appoint the Company as your sole and exclusive agent and natural gas supplier and hereby agree to purchase natural gas commodity in accordance with the terms and conditions of this Agreement. You understand that this Agreement is with an alternative gas supplier, certified by the Illinois Commerce Commission, not the local natural gas distribution company (Utility). These terms and conditions are subject to your acceptance into the program by both the Company and your utility.

**2. Customer Service and Contact Information.** If you have any questions or concerns regarding the Lock 12 Plan or any other products offered by the Company, please contact Nicor Advanced Energy at 1-866-799-2674 or you may write to us at Nicor Advanced Energy, L.L.C., P.O. Box 3042, Naperville, IL 60566-7042. If we are unable to resolve your billing issue, you may contact the Illinois Commerce Commission's Consumer Services Division online at [www.icc.illinois.gov/consumer/complaint/wizard.aspx](http://www.icc.illinois.gov/consumer/complaint/wizard.aspx) or via phone at 1-800-524-0795.

**3. Amount.** Your monthly Plan amount for this twelve-month Agreement, the Service Address and the name of the account holder listed with the utility (Account Holder) for the Service Address have been provided to you. By enrolling in the Plan, you have represented to the Company that you are the Account Holder for the Service Address. Your Plan amount includes all natural gas commodity costs, utility charges, administration fees and taxes. Although you will receive one (1) bill from the Company for all of the charges set forth above, you will continue to receive natural gas delivery service from the utility. You agree that, in addition to the Plan amount, you will still be responsible for paying any other service fees and late fees assessed by the Company or the utility or other charges unrelated to the Plan. You understand that your total Plan charges over the term of this Agreement may be higher or lower compared to what you would have paid for full utility service during the same time period.

**4. Agency.** You authorize the Company to initiate utility service for you and to make all rate and tariff selections necessary to meet its obligations under this Agreement, and to access your current and future gas utility customer account information and to pay the utility for your gas service on your behalf. You authorize the Company and the utility to share account and payment status history, and related information about you and authorize the Company to provide such information to third parties, such as suppliers and service providers, as may be required by contract or law and allow for such information to be utilized to offer other products and services of the Company and its affiliates to you. You consent and agree to the Company investigating your credit history and obtaining a credit report. You consent to the recording of calls between the Company and you. You also authorize the Company to transfer any credit balances residing in your utility account to your Company account or to you and to remove you from the utility budget and EFT payment programs. You authorize and understand that the Company will transfer your natural gas supply from any Alternative Gas Supplier that may be serving you to the Company. You understand that you may be subject to cancellation or termination fees from an Alternative Gas Supplier by terminating that previous contract with that Alternative Gas Supplier for natural gas supply. This Agreement may only be assigned or transferred by the Company, at its sole discretion.

**5. Right of Rescission.** **THE UTILITY WILL NOTIFY YOU BY LETTER OF YOUR INTENTION TO ENROLL WITH NICOR ADVANCED ENERGY. YOU MAY RESCIND YOUR LOCK 12 ENROLLMENT WITHIN 10 BUSINESS DAYS OF THE DATE OF THIS LETTER BY EITHER CONTACTING NICOR ADVANCED ENERGY AT 1-866-799-2674, OR NICOR GAS AT 1-888-NICOR4U.**

**6. Cancellation.** **YOU MAY CANCEL THIS AGREEMENT WITHOUT INCURRING A CANCELLATION FEE BY CONTACTING US WITHIN TEN (10) BUSINESS DAYS OF THE ISSUE DATE OF YOUR FIRST COMPANY BILL. YOU WILL RECEIVE ONE (1) LAST BILL FROM THE COMPANY AFTER NOTIFYING US OF YOUR CANCELLATION. YOU WILL BE RESPONSIBLE FOR ALL CHARGES INCURRED DURING THE TIME YOU WERE ON THE PLAN.** If you elect to cancel this Agreement, you must enroll with a Customer Select<sup>®</sup> supplier within 120 days; otherwise you will not be eligible to participate in the Customer Select<sup>®</sup> program for one (1) year. If you elect to cancel this Agreement, you must enroll with a Customer Select<sup>®</sup> supplier in 120 days; otherwise you will not be eligible to participate in the Customer Select program for one (1) year. If you terminate this Agreement or otherwise cause the termination of this Agreement after the initial period as described above, but prior to the end of the twelve-month term of this Agreement, a termination fee of \$50 will be assessed to you. The Company may terminate this Agreement at any time in the event that you fail to make timely payments. The company may terminate this Agreement at any time in the event that you fail to make timely payments. You understand, depending on the timing of the utility's meter reading cycle, the Company must issue at least one (1) more Plan charge before the utility switches service to your new supplier. You will be responsible for all charges incurred by you up until the time your service under the Plan is switched by the utility, from the Company to your new supplier.

**7. Term/Renewal.** Your Plan amount and Agreement begin when the utility accepts you into the Customer Select program and shall remain in effect for a period of twelve (12) consecutive billing periods (months). You understand,

depending on the timing of the utility's meter reading cycle or any delays in the utility meter reading cycle, that you may receive billing for the Plan service after the completion of the term of this Agreement for gas supply provided to you by the Company. **Prior to the end of the term of the Agreement, you will receive written notice of your new Plan amount for the next twelve-month time period subject to your continued eligibility and any required changes to the terms and conditions of this Agreement. If you wish to discontinue this Lock 12 Program, please notify the Company by written notice within thirty (30) days of the postmarked date of your new Plan Agreement. In the event you do not notify the Company of your intention to discontinue the program, you will be renewed at the new Plan amount and terms and conditions for the next twelve (12) months. Subsequent cancellation or termination of the new Agreement during your renewed term will be subject to any applicable cancellation charges described in that new Agreement. You agree that any provisions required by law to be contained herein for renewal purposes are deemed incorporated herein and the Company agrees to provide a copy of any such provisions upon request. Any special offers or discounts included with your initial twelve-month agreement are not included in subsequent twelve-month agreements unless specifically provided for in that subsequent agreement.**

**8. Termination/Adjustments.** This Agreement shall terminate if you cease to be the Account Holder for the Service Address. The Company reserves the right to adjust the Plan amount or terminate this Agreement as a result of material changes in gas usage at the Service Address such as may result from building or equipment additions, setting your thermostat beyond your normal level or as a result of abusive, excessive or otherwise unpredictable use practices. The Company reserves the right to adjust the Plan amount due to changes in state, local, or municipal taxes or other governmental assessments. The Company reserves the right to amend this Agreement due to any regulatory, tariff, or procedural change that may affect the Company's ability to perform under this Agreement. You must notify the Company ten (10) days prior to discontinuing utility service at your current location and if you do not want a Nicor Advanced Energy plan at your new location. If such notice is not given, you will be responsible for the final Plan charge at your current location, and the Company reserves the right, with notice, to enroll you into a new Plan at your new location, if eligible, for a period of one (1) year, or another plan offered by the Company. If you choose to cancel your new Agreement at your new location, you may do so without possibility of penalty for a period of ten (10) business days after the issue date of your first company bill.

**9. Bill Payment and Past-Due Balances.** You will receive a monthly bill from the Company which shall be payable within fourteen (14) days of the bill date. If you are on autopay/EFT, you agree that funds will be withdrawn for payment of our bill three (3) days before the bill due date each month. Past-due balances under this Agreement shall be subject to a monthly late fee of one and one-half percent (1½%) of the past-due balance. Payments returned for non-sufficient funds (NSF) are subject to a \$25 processing fee in addition to all other charges.

**10. Force Majeure.** The Company shall be excused for performance under this Agreement for events of Force Majeure declared by the Company or the utility. Force Majeure shall be defined as causes beyond the reasonable control of the Company and the utility. Events of Force Majeure shall include, but not be limited to, service interruptions of interstate and intrastate pipelines, unplanned distribution system maintenance, flooding and other acts of nature.

**11. Indemnification.** You agree to indemnify and hold harmless your utility for any obligations of the Company contained within this Agreement. You also agree to indemnify the Company for any claims arising out of your failure to comply with this Agreement.

**12. Entire Agreement.** This Agreement, including the terms, conditions, limitations, exceptions and exclusions, and your charge shown on the reverse side of this Agreement, constitutes the entire Agreement. You acknowledge that you did not rely on any oral representations other than such as are reflected in writing herein. This Agreement will be governed by Illinois law, without regard to principles of conflicts of law.

**13. Limit of Liability.** **THE COMPANY'S TOTAL LIABILITY TO YOU AND YOUR EXCLUSIVE REMEDY SHALL NOT EXCEED THE AMOUNT PAID BY YOU HEREUNDER. IN NO EVENT SHALL THE COMPANY, ITS PARENT AND ITS AFFILIATES BE RESPONSIBLE UNDER THIS CONTRACT FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.**

For issues regarding safety (e.g. gas odor or leaks), utility rates, metering, or other issues regarding your utility service, contact Nicor Gas by telephone at 1-888-NICOR4U or in writing at P.O. Box 190, Aurora, IL 60507-0190. Nicor Advanced Energy is not the same company as Nicor Gas. It is an affiliate and its prices are not regulated by the Illinois Commerce Commission. Customers are not required to buy products or services from Nicor Advanced Energy in order to receive the same quality service from Nicor Gas.