

Nicor Advanced Energy LLC

Commercial TruBalance PlanSM – Terms and Conditions

1. TruBalance PlanSM. You agree to enter into this TruBalance 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 shall purchase your natural gas commodity needs through the Company 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, Nicor Gas (Utility). These terms and conditions are subject to your acceptance into the Plan by both the Company and your Utility.

2. Pricing. The monthly gas charge for this product is the sum of the daily fixed gas charges and daily index gas charges as calculated below. Each billing period, your Total Usage (TU) in therms is determined by the Utility from the Utility's meter read or estimated read. The TU is then allocated by actual Heating Degree Days based on the temperature taken at Midway Airport, estimated consumption behavior and system factors in order to derive your Allocated Actual Daily Usage (AADU) therms. Fifty percent (50%) of your AADU for the premise listed will be charged at a fixed rate (fixed gas charges). The remainder of AADU will be charged at the daily index price from Gas Daily Daily (GDD) plus a cents-per-therm charge (index gas charges). The amount of your TruBalance fixed rate per therm price and the additional cents-per-therm charge included in your index gas charges have been provided to you. Each day's index gas charges and fixed gas charges are summed and then each day's total charges are summed over the entire billing period to determine your monthly gas charge. You will also be responsible for paying Nicor Gas' delivery charges and all taxes associated with your natural gas service and consumption. You will receive one (1) bill from the Utility 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 charges under this Agreement, you will still be responsible for paying all other service fees and late fees assessed by the Company or the Utility or other charges unrelated to the Plan. Your TruBalance monthly plan charges may be higher or lower than the utility's monthly gas charges over the term of this Agreement. Upon prior notification, the Company may bill you directly for this program.

3. 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. You authorize the Company and the Utility to share account, payment status and 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 allowed or required by contract or by 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 regarding the aforementioned or Dun & Bradstreet report, whichever is appropriate for your business. You consent to the recording of calls between the Company and you. You also authorize the Company to move any credit balances residing on your utility account to your Company account, and to remove you from the Nicor Gas Budget program and EFT payment program. You authorize and understand that the Company will transfer your natural gas supply from an Alternative Gas Supplier that may be serving you to the Company. You understand that you may be subject to cancellation or termination fees from any Alternative Gas Supplier by terminating that previous contract with that Alternative Gas Supplier for natural gas. This Agreement may only be assigned or transferred by the Company, at its sole discretion.

4. Term/Renewal. This Agreement begins 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 service under this Agreement 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 Agreement 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 Plan, please notify the Company within thirty (30) days of the postmarked date of your new Agreement. In the event you do not notify the Company of your intention to discontinue the Plan, you will be renewed on the Plan with the new fixed rate and applicable 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.**

5. 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 or damages arising out of your failure to comply with this Agreement.

6. Right of Rescission. THE UTILITY WILL NOTIFY YOU BY LETTER OF YOUR INTENTION TO ENROLL WITH NICOR ADVANCED ENERGY. YOU MAY RESCIND YOUR TRUBALANCE 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.

7. 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 UTILITY BILL CONTAINING COMPANY'S CHARGES. YOU WILL RECEIVE ONE (1) LAST UTILITY BILL CONTAINING THE COMPANY'S CHARGES 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 supplier within 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. You must notify the Company ten (10) days prior to discontinuing utility service at your current residence. If such notice is not given, you will be responsible for one (1) last Plan charge at your new residence, and the Company reserves the right, with notice, to enroll you into a new Plan Agreement with a term of one (1) year. If you choose to cancel your new Agreement at your new location, you may do so without penalty for a period of ten (10) business days after the issue date of your first utility bill containing Company charges. The Company may terminate this Agreement at any time in the event that you fail to make timely payments.

8. Adjustments. 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.

9. Bill Payment and Past-Due Balances. You will receive a monthly bill from the Utility which shall be payable within fourteen (14) days of the bill date. 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. Customer Service and Contact Information. If you have any questions or concerns regarding the TruBalance 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 via phone at 1-800-524-0795 or online at www.icc.illinois.gov/consumer/complaint/wizard.aspx.

12. Limitation 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.

13. 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.

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.