

# Nicor Solutions, L.L.C.

## Fixed Bill Program

### Terms and Conditions

**1. Fixed Bill Program.** You agree to enter into this Fixed Bill Program agreement (Agreement) with Nicor Solutions, L.L.C. (the Company). Under this Agreement you will be obligated to pay a fixed amount for your gas usage for the next twelve (12) months (Fixed Bill). You acknowledge that Nicor Gas Company (the Utility) will still be purchasing and delivering gas on your behalf. Under the Fixed Bill Program, you shall pay the same fixed amount for your gas usage for the next twelve (12) months. Based on weather and gas prices, you may or may not save money on the Fixed Bill Program.

**2. Fixed Bill Amount.** Your Fixed Bill amount for the next twelve (12) months and the service address for this account are shown on the reverse side of this Agreement. For your convenience, the Fixed Bill amount will appear on your monthly utility bill. Although the utility charges will continue to appear on the utility bill, the Company will pay that amount for you. You are required to pay only the Fixed Bill amount identified on your utility bill. All natural gas related costs, program administration fees and taxes are included in your Fixed Bill amount, and are subject to the conditions indicated herein. You acknowledge that in addition to the Fixed Bill amount you shall be responsible for paying any other service fees, non-sufficient funds fees, late fees assessed by the Company or the utility or other charges unrelated to the Fixed Bill Program. Upon prior notification, the Company may bill you directly for this program.

**3. Agency.** By entering into this Agreement with the Company, you authorize the Company 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. This Agreement may only be assigned or transferred by the Company, at its sole discretion.

**4. Right of Rescission.** You may rescind your Fixed Bill enrollment within 10 business days of the date of this letter by contacting Nicor Solutions at 1-866-369-0911 or the utility, at 1-888-NICOR4U.

**5. Cancellation.** YOU MAY CANCEL THIS AGREEMENT WITHOUT INCURRING A CANCELLATION FEE BY CONTACTING US WITHIN TEN (10) BUSINESS DAYS OF THE POSTMARK DATE OF THIS AGREEMENT. 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 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. If you elect to cancel this Agreement, you may not enroll again in the Fixed Bill Program for a period of forty-five (45) days. The Company may terminate this Agreement at any time in the event that you fail to make timely payments.

**6. Term/Renewal.** Upon enrollment into the Fixed Bill Program, you will be responsible for one (1) last utility bill. Your Agreement begins the day after your last regular utility meter reading, and shall remain in effect for a period of twelve (12) consecutive months. **Prior to the end of the term of the Agreement, you will receive written notice of your new Fixed Bill 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 Agreement, please notify the Company by written notice 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 Fixed Bill Program, you will be renewed at the new Fixed Bill amount and terms and conditions for the next twelve (12) months. 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 outlined elsewhere in this agreement.

**7. Termination/Adjustments.** The Company reserves the right to adjust the Fixed Bill amount or terminate this Agreement if you move from your current residence, as a result of material changes in gas usage on your part such as may result from room additions, setting your thermostat beyond your normal level, operating natural gas pool heaters, or as a result of abusive, excessive or otherwise unpredictable use practices. The Company reserves the right to adjust the Fixed Bill amount due to changes in state, local, or municipality taxes or other governmental assessments. The Company reserves the right not to renew this Agreement for any reason or to modify the terms and conditions of this Agreement effective for any renewal period as described in Section 6 herein. 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 possibility of penalty for a period of ten (10) business days after the postmark date of the new Agreement.

**8. Payment Due Date: Past-Due Balances & NSF Fees.** Payment of the monthly Fixed Bill amount is due twenty-one (21) days after the date of billing. 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

**9. 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.

**10. Customer Service and Contact Information.** If you have any questions or concerns regarding the Fixed Bill Program, please contact The Company at 1-866-369-0911, or you may write to us at Nicor Solutions, L.L.C., P.O. Box 3042, Naperville, IL 60566-7042.

**11. 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.

**12. 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 Solutions 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 Solutions in order to receive the same quality service from Nicor Gas.