NICOR ADVANCED ENERGY LLC
PRICEGUARD® PLAN
TERMS AND CONDITIONS

1. PriceGuard® Plan. You agree to enter into this PriceGuard® Plan (Plan) Agreement (Agreement) with Nicor Advanced Energy LLC (Company). You hereby appoint the Company as your sole and exclusive agent and natural gas supplier and 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 program by both the Company and your Utility.

2. Pricing. Your Plan price per therm charge is provided to you. You are responsible for paying this price per therm multiplied by the number of therms you use each billing period as determined by the Utility ("gas supply charge"). You are also responsible for paying Utility delivery charges, Utility charges associated with the Customer Select® program, 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 above charges, you will be responsible for paying all other service fees and late fees assessed by the Company or the Utility or other charges unrelated to the PriceGuard Plan. You understand that the Utility's price for natural gas over the term of this Agreement may or may not be greater than the Plan's price for natural gas. Upon prior notification, the Company may bill you directly and issue one bill for all of the charges set forth above.

3. Agency. You authorize the Company to initiate a request for Utility service for you (if not already established) and to make all rate and tariff selections (including any Illinois gas revenue or usage tax requirements) 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 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 allowed or required by contract or by law to serve and bill you. You also authorize the Company to utilize such information to offer products and services of the Company, its affiliates and its third party marketing partners to you, and to share your information with our affiliates to allow them to market their products and services to you, unless you have withdrawn or withheld that consent by providing notice to the Company. 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 apply any credit balances residing on your Utility account to amounts due on your Company account, and to remove you from the Utility's 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 an Alternative Gas Supplier by terminating that previous contract. 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 or when the Utility and/or the Company have processed your enrollment or switch to the Plan, as applicable. Your Enrollment Date is the date that the Company enrolls you into this plan. Your participation in the Plan and the exact timing of your enrollment is dependent on activation and deactivation notifications confirmed by the Utility and the Utility meter reading cycle. **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 Plan, you must notify the Company within thirty (30) days of the postmarked date of notice of your new Plan rate and any required changes to terms and conditions by calling the Company at 1-866-799-2674 or by writing to the Company at Nicor Advanced Energy LLC, P.O. Box 3042, Naperville, IL 60566-7042. In the event you do not notify the Company of your intention to discontinue the PriceGuard Plan, you will be renewed at the new Plan rate 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.**

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. UNLESS YOU ARE ALREADY A NICOR ADVANCED ENERGY CUSTOMER, THE UTILITY WILL NOTIFY YOU BY LETTER OF YOUR INTENTION TO ENROLL WITH NICOR ADVANCED ENERGY. YOU MAY RESCIND YOUR PRICEGUARD 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/Moving. YOU MAY CANCEL THIS AGREEMENT WITHOUT INCURRING A CANCELLATION FEE BY CONTACTING THE COMPANY AT 1-866-799-2674 WITHIN TEN (10) BUSINESS DAYS OF THE ISSUE DATE OF YOUR FIRST UTILITY BILL CONTAINING COMPANY'S CHARGES. YOU WILL RECEIVE ONE (1) OR MORE UTILITY BILL(S) 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 10-business-day 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 at least ten (10) days prior to discontinuing Utility service at your current residence, and you will be responsible for all charges incurred at your current location through the date your Utility service is discontinued. If your notice of discontinuance of service at your current residence establishes that you are moving to a location outside of the Utility's service territory or to a location where you will not require natural gas service, this Agreement will terminate with no termination fee. If you move to an address within the Utility's service territory, you will be automatically enrolled into a new Plan at your new location, if eligible, with a term of one (1) year, at the sole discretion of the Utility and the Company. You may cancel your Agreement at your new location without incurring a cancellation fee by contacting us within ten (10) business days after the issue date of your first Company bill under the new Plan. You will be responsible for all charges incurred during the time you were on the Plan at your new location. If you elect to terminate this Agreement or otherwise cause the termination of this Agreement after the initial 10-business-day period as described above, but prior to the end of the twelve-month term of this Agreement, you may no longer be eligible to enroll again in the Plan at your current residence or at any other service address in your name. The Company reserves the right to restrict eligibility for the Plan at its discretion for any reason not prohibited by applicable law, including a customer's action to terminate any prior agreement with the Company before the end of its established term.

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.

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9. Bill Payment and Past-Due Balances. You will receive a monthly bill from the Utility. Stated charges on your bill shall be payable within twenty-one (21) 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 or 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 regarding the PriceGuard Plan, please contact Nicor Advanced Energy at 1-866-799-2674, write to us at Nicor Advanced Energy LLC, P.O. Box 3042, Naperville, IL 60566-7042, or visit us online at www.nicoradvancedenergy.com. 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. Dispute Resolution.

13.1 Dispute Resolution By Binding Arbitration. If you have a complaint with the Company, including but not limited to claims for reimbursement or regarding service under this Agreement, please call our customer service department at 1-866-799-2674. **In the unlikely event that the Company's customer service department is unable to resolve a complaint you may have to your satisfaction (or if the Company has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction**. **Nothing in this section, however, limits your right to file a complaint with the Illinois Commerce Commission.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this agreement will take place on an individual basis; class arbitrations and class actions are not permitted, and you agree not to pursue any claims on behalf of a putative class or as a member of a putative class**. For any non-frivolous claim that does not exceed $75,000, the Company will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from the Company to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below in Section 13.2), the Company will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what the Company has offered you to settle the dispute.

13.2 Arbitration Agreement.
(A) The Company and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior agreement (including, but not limited to, claims related to advertising or marketing);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class;
- disputes regarding whether a particular controversy is subject to arbitration, including any claim as to the enforceability of this arbitration provision; and
- claims that may arise after the termination of this Agreement.

References to "Nicor Advanced Energy", "Company", "we", "our", "you", and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services under this or prior agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against the Company on your behalf. **You agree that, by entering into this Agreement, you and the Company are each waiving the right to a trial by jury or to participate in a class action**. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(B) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to the Company should be addressed to: Nicor Advanced Energy LLC c/o Rogers & Hardin LLP, 2700 International Tower, Peachtree Center, 229 Peachtree Street, N.E., Atlanta, Georgia 30303-1601 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). If the Company and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or the Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by the Company or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or the Company is entitled. You may download or copy a form Notice and a form to initiate arbitration at www.nicoradvancedenergy.com/dispute.

(C) After the Company receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than $75,000 (if you are unable to pay the filing fee, the Company will pay it directly upon receiving a written request at the Notice Address). For commercial customers, the arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as modified by this Agreement. For residential customers, the arbitration will be governed by the AAA Consumers Arbitration Rules, as modified by this Agreement. The arbitration will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at nicoradvancedenergy.com/dispute. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to

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decide, including issues relating to the scope and enforceability of the arbitration provision. Unless the Company and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for $25,000 or less, the Company agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds $25,000, the right to a hearing will be determined by the applicable AAA Rules. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Except as otherwise provided for herein, the Company will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the applicable AAA Rules. In such case, you agree to reimburse the Company for all monies previously disbursed by it that are otherwise your obligation to pay under the applicable AAA Rules. In addition, if you initiate an arbitration in which you seek more than $75,000 in damages, the payment of these fees will be governed by the applicable AAA rules.

(D) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of the Company' last written settlement offer made before an arbitrator was selected, then the Company will:

- pay you the amount of the award or $5,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium"); provided, however, that we will not pay attorneys' fees and expenses incurred in contesting the scope or enforceability of the arbitration provision.

If the Company did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits; provided, however, that we will not pay attorneys' fees and expenses incurred in contesting the scope or enforceability of the arbitration provision. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

(E) The right to attorneys' fees and expenses discussed in paragraph (D) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws the Company may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, the Company agrees that it will not seek such an award.

(F) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING**. Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(G) Notwithstanding any provision in this Agreement to the contrary, we agree that if the Company makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Agreement, you may reject any such change by sending the Company written notice within thirty (30) days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

14. Entire Agreement. This Agreement, including the terms, conditions, limitations, exceptions and exclusions, and your charge shown on the cover letter accompanying 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; provided, however, that the Federal Arbitration Act shall govern the arbitration of all disputes as set forth in Section 13 of this Agreement.

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 ("NAE") is not the same company as Nicor Gas Company, and the Illinois Commerce Commission ("ICC") does not regulate NAE's prices. You do not have to buy products or services from NAE in order to receive the same quality of service from the gas utility. Nicor Gas does not set the price you pay for such service nor does the ICC regulate the prices offered by NAE.

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