

 **Nicor Advanced Energy**
P. O. Box 3042
Naperville, IL 60566-7042

Phone 1 866 799-2674
www.nicoradvancedenergy.com

January 28, 2015

Oak Lawn, IL 60453

Customer ID:

As your current 12-month Guaranteed BillSM agreement winds down, we're sure you've appreciated that your gas bill has remained the same for the past year. Our payment plan guarantees that your gas bill will not change for 12 months.

Congratulations! You will enjoy the predictable, convenient protection of the Lock 12 plan at a **lower** price for another year.

Your Guaranteed Bill agreement will **automatically renew** at your new monthly Guaranteed Bill amount of **\$103.82 for the next 12 months** at the service address indicated below **unless you cancel the agreement within 30 days** of the postmark date of this letter, by notifying us in writing at our address listed above or calling us at 1 866 799-2674.

Your Guaranteed Bill plan terms and conditions, included with this letter, are effective with your next monthly billing period should you renew for a new term. Be sure to take advantage of the special offers presented below for our Guaranteed Bill customers! If you have any questions about the Guaranteed Bill plan or any of the other products and services we offer, please call us at 1 866 799-2674. We appreciate having the opportunity to serve you.

Sincerely,



Michael A. Braswell
President

Service Address: _____, Oak Lawn, IL 60453

Nicor Advanced Energy and Nicor Home Solutions are not the same company as Nicor Gas. They are affiliates and their prices are not regulated by the Illinois Commerce Commission. Customers are not required to buy products or services from Nicor Advanced Energy or Nicor Home Solutions in order to receive the same quality of service from their utility.

Surge Protection Plan

Just \$4.95/month

Power surges can damage your home's systems, appliances and electronics!



1-888-491-6483

Call Nicor Home Solutions to enroll today!

Covers all power surge repairs, or replacement of items that can't be repaired, up to \$1,000 per incident and \$2,000 per year.

Laundry Room Special Plan

Just \$12.95/month

Be prepared in case of laundry room breakdowns!



1-888-491-6486

Call Nicor Home Solutions to enroll today!

Covers one clothes washer and clothes dryer, up to \$400 per incident. Parts and labor included. No deductibles or trip charges.

Kitchen Special Repair Plan

Just \$10.95/month

Be prepared in case of kitchen breakdowns!



1-888-491-6485

Call Nicor Home Solutions to enroll today!

Covers one refrigerator and one range, up to \$400 per incident. Parts and labor included. No deductibles or trip charges.

**NICOR ADVANCED ENERGY LLC
GUARANTEED BILLSM PLAN
TERMS AND CONDITIONS**

1. Guaranteed BillSM Plan. You agree to enter into this Guaranteed Bill 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 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. Pricing. Your monthly Plan amount for this twelve-month Agreement and your service address for this account are shown on the cover letter accompanying this Agreement. 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.

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 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.

4. Term/Renewal. Your Plan amount and Agreement begin 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, 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. 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 program, please notify the Company by written notice within thirty (30) days of the postmarked date of notice of your new Plan amount and any required changes in terms and conditions. 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.

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 GUARANTEED BILL 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 THE COMPANY AT 1-866-799-2674 WITHIN TEN (10) BUSINESS DAYS OF THE ISSUE DATE OF YOUR FIRST COMPANY BILL. YOU WILL

RECEIVE ONE (1) OR MORE UTILITY BILL(S) 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 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. 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 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.

8. Termination/Adjustments/Moving. The Company reserves the right to adjust the Plan amount or terminate this Agreement as a result of excessive gas usage on your part such as: adding room additions and pool heaters or other excessive use practices, and such termination may limit your eligibility 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 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 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. 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.

9. Bill Payment and Past-Due Balances. You will receive a monthly bill from the Company which shall be payable within twenty-one (21) 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 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 or concerns regarding the Guaranteed Bill 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 LLC, P.O. Box 3042, Naperville, IL 60566-7042, or you may 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 online at www.icc.illinois.gov/consumer/complaint/wizard.aspx or via phone at 1-800-524-0795.

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