

# Nordic Energy Services, L.L.C. Natural Gas Sales Agreement



This Agreement is between Nordic Energy Services, L.L.C. (Nordic Energy) and \_\_\_\_\_ (Customer) and applies to the accounts identified on Exhibit A. The parties agree to the following:

## Term

This Agreement shall become effective on the first billing date following \_\_\_\_\_. The initial term of this Agreement shall be \_\_\_\_\_ months. Upon expiration of the initial term, this Agreement shall renew for a period equal to the initial term and at the end of each renewed term shall continue to renew for the same period subject to the right of either party to terminate the Agreement upon written notice of not less than 30 days, but not more than 60 days, prior to the end of the initial term or any succeeding term. SHOULD AN EXHIBIT B BE EXECUTED WHICH EXTENDS BEYOND THE ORIGINAL EXPIRATION DATE OF THIS AGREEMENT THEN THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR AN ADDITIONAL PERIOD EQUAL TO THE INITIAL TERM. At this agreement's completion Customer may return to utility sales service. Should Customer's creditworthiness or financial responsibility become unsatisfactory to Nordic Energy at any time, Nordic Energy may suspend further deliveries upon 20 days notice. Customer must provide security satisfactory to Nordic Energy in order to resume service. Nordic Energy reserves the right, at its sole discretion, to terminate this Agreement at any time, without prior notice, if Customer does not comply with the terms of this Agreement or make timely payments hereunder.

## Pricing

Nordic Energy agrees to act as Customer's exclusive natural gas supplier as set forth below and is offering Customer a variable rate. The variable rate for Tier 1 deliveries (historical volumes as provided by Nicor plus storage) fluctuates each month and shall be the monthly index for natural gas deliveries to Nicor as published in Natural Gas Intelligence (NGI) by Intelligence Press, Inc., Chicago City Gate plus \$\_\_\_\_\_/therm. For volumes in excess of Tier 1 deliveries: *Gas Daily Daily* midpoint for Chicago deliveries, plus \$\_\_\_\_\_/therm. For volumes that are less than Tier 1 deliveries, Seller will "buy back" the volumes at the following prices: *Gas Daily Daily* midpoint for Chicago deliveries, minus \$\_\_\_\_\_/therm. For volumes purchased by customer during a Nicor imposed "Critical Supply Shortage" period, the variable rate shall be the sum of \$6.00 per therm plus 100% of the higher of the Daily Index, Midpoint or the Gas Charge as determined by Nicor plus \$\_\_\_\_\_/therm. For volumes purchased by customer during a Nicor imposed "Critical Supply Surplus" period, the variable rate shall be 100% of the Daily Index, Common High as determined by Nicor plus \$\_\_\_\_\_/therm. For volumes sold back to Nordic Energy during a Nicor imposed "Critical Supply Shortage" period, the variable rate shall be 100% of the Daily Index, Common Low as determined by Nicor minus \$\_\_\_\_\_/therm. For volumes sold back to Nordic Energy during a Nicor imposed "Critical Supply Surplus" period, the variable rate shall be 100% of the lower of the Daily Index, Midpoint or the Gas Charge as determined by Nicor minus \$\_\_\_\_\_/therm. Nordic Energy will estimate or pass through the balancing pool charge as calculated per the rules of the Nicor Customer Select program and will be included in your first month's bill or immediately thereafter. Please note that this price applies only to the price of natural gas, not to the other charges associated with gas delivery. Customer is responsible for these other charges relating to delivering gas to Customer's account(s). Customer has the option to convert variable rate pricing to fixed pricing for any month or months. A specific Exhibit B shall be executed for each fixed price deal. Fixed pricing shall replace variable rate pricing for Tier 1 deliveries for the term of the fixed price agreement and shall be subject to the same true ups as outlined above. Variable rate pricing shall be used for any month (s) not covered under a specific Exhibit B. If there are changes to any tariffs, rules, regulations or procedures of Customer's Local Distribution Company (LDC), or of the pipelines used by Nordic Energy and or Nordic's supplier(s) to deliver natural gas that adversely affect Nordic Energy's ability to effectively or economically perform this Agreement, including changes to the Nicor "Customer Select" Program" then Nordic Energy may terminate this Agreement upon 30 days written notice.

## Services Provided by Nordic Energy

Subject to the terms hereof, Nordic Energy will perform the following services:

- Sell on a firm basis 100% of Customer's natural gas requirements up to the Maximum Daily Contract Quantity (MDCQ) for the facilities specified on Exhibit A.
- Make all necessary arrangements on behalf of Customer for delivery of 100% of Customer's natural gas requirements to the accounts identified in Exhibit A.
- Nordic Energy will make a reasonable effort to provide quantities requested in excess of the Customer's percentage of the pool's MDCQ.

## Customer Obligations

Customer shall have the following obligations:

- Purchase from Nordic Energy on a firm basis 100% of Customer's natural gas requirements.
- Promptly notify Nordic Energy of any circumstances that may cause monthly usage to vary by more than ten percent (10%).

## Price, Billing and Payment

Should Customer have any questions or concerns regarding their bill Customer may call our Customer Care Center any time 1-877-235-7079. NICOR will send you a single bill covering both Nicor's distribution and service charges as well as Nordic Energy's commodity charges. Customer's billing shall include storage activity throughout the year. Nordic Energy will issue a monthly true up invoice should customer's actual usage vary on a monthly basis from historical usage information provided by Nicor

Customer is responsible for any and all taxes, fees, licenses, penalties or charges (Taxes) imposed on or with respect to the gas at or after the title transfer point(s), including any Taxes enacted after the Effective Date of this Agreement. In the event that Customer is exempt from the payment of any Taxes, Customer shall provide evidence of such exemption to Nordic Energy. In the event Customer fails to timely pay its bill and receives an arrears notice and does not pay the arrearage balance prior to Customer's next cycle billing date, then effective as of that next billing date, the Customer will be removed from the NICOR Customer Select program and returned to bundled utility service. Customer's payment will be due on the date stated on Nordic Energy's bill. A late payment charge of one and a half percent per month or the maximum lawful rate, whichever is lower, shall be imposed on any past due balance. In the event that Customer requests a billing adjustment, Customer is obligated to pay all other amounts as invoiced. Upon reconciliation of a proposed billing adjustment Customer shall pay any additional amounts due to Nordic Energy. A \$5.00 per month per meter administration fee will apply to all meters enrolled in the Nicor Customer Select program. Additionally, Nordic may bill estimates in advance of meter reads should Customers meter be cycle read.

#### **Indemnification and Performance**

Nordic Energy shall indemnify and hold Customer harmless for all penalties imposed by Customer's LDC which are caused by Nordic Energy's failure to perform under the terms of this Agreement. Nordic Energy shall not indemnify Customer in the event (i) Customer does not comply with the terms of this Agreement or (ii) there is an interruption or cessation of deliveries of gas as a result of Force Majeur.

Customer shall remain liable for any open, fixed price positions and any losses that may arise out of the liquidation of those positions in the event Customer prematurely cancels this agreement, either voluntarily or involuntarily as a result of but not limited to issues such as credit issues, LDC policy violations, termination of service due to non-payment, etc.

Customer shall indemnify Nordic Energy for any losses, damages, or costs, which result from Customer's failure to comply with the terms of this Agreement or as a result of any negligence on the part of the Customer. Nordic Energy shall not be liable to Customer for any special, indirect, consequential, incidental or punitive damages, or for lost profits arising out of or relating to any action or failure to act under this Agreement whether or not arising from either party's negligence or fault under this Agreement.

Notwithstanding anything to the contrary in this Agreement, except for the obligation to make payments due hereunder, the obligations of a party shall be suspended (i) to the extent the party is unable to carryout its obligation for reasons not within the control of such party, which by the exercise of due diligence the party is unable to prevent or overcome or (ii) due to the interruption or curtailment of transportation by the LDC that delivers gas to the account(s) identified in Exhibit A.

Customer has the opportunity to rescind this agreement without penalty within three (3) business days of initial acceptance of this agreement.

#### **Miscellaneous**

This Agreement, including the Exhibit(s), constitutes the entire agreement of the parties for the sale and purchase of gas provided for herein and may be changed only by an agreement in writing. In the event of a conflict between this Agreement and the Exhibit(s), the Exhibit(s) shall control. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Only Nordic Energy may assign this Agreement. This Agreement shall not be construed against either party by reason of its preparation. Any waiver of any terms of this Agreement shall not diminish the future enforceability of this Agreement.

Customer agrees not to disclose any term of this Agreement to a third-party (other than Customer's affiliates, officers, directors, employees, lenders, counsel or accountants) except as necessary for Customer to perform its obligations herein or to comply with any applicable law, order, regulation or rule. The Customer shall receive a written copy of the complete supply purchase agreement.

If there are changes to any tariffs, rules, regulations or procedures of Customer's Local Distribution Company (LDC), or of the pipelines used by Nordic Energy to deliver natural gas that adversely affects Nordic Energy's ability to effectively or economically perform under this Agreement, including changes to the "Nicor Customer Select program" then Nordic Energy may terminate this Agreement upon 30 days written notice. Customer recognizes that Nordic Energy must purchase and/or contract to purchase financial hedging instruments and/or physical gas supplies necessary to sell Customer gas at Variable Rates and Fixed Prices under this Agreement. Customer will be responsible for and pay Nordic Energy for any and all losses and damages related to the liquidation of these financial instruments or termination or liquidation of Nordic Energy's physical supply purchase obligations (hereinafter "Early Termination Losses") resulting from Customer's breach or either party's early termination pursuant to any provision of this Agreement.

#### **Marketing**

(i) Within thirty (30) days of execution of this agreement the parties agree to issue a mutually agreed upon press release and (ii) Customer authorizes Nordic to use customer's name and logo for marketing purposes

#### **Right of First Refusal**

Customer grants Nordic Energy a right of first refusal with respect to any third party offering to sell natural gas or electricity to Customer. This right allows Nordic Energy to match any bona fide offer made by another natural gas or electric supplier. And, if Nordic Energy matches the bona fide offer, Nordic Energy will be chosen by the customer as its natural gas and/or electric supplier. This right of first refusal is contingent upon Customer's account(s) becoming eligible for delivery services under Illinois law.

**Notices**

Except as provided herein to the contrary, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which a party may desire to give to the other, shall be in writing and shall be considered duly delivered when received if sent by facsimile, telex, same or next day delivery service, or as of the third business day after the postmark date when mailed by ordinary mail to the other party at the following address:

**Nordic Energy Services, L.L.C.**

**Notices and Correspondence, Parcel Deliveries**

Nordic Energy Services, L.L.C.  
625 Plainfield Rd, Ste 226  
Willowbrook, IL 60527

**Customer/Notices and Correspondence**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Payments**

Nordic Energy Services, L.L.C.  
625 Plainfield Rd, Ste 226  
Willowbrook, IL 60527

**Billings and Statements (if different)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Agreement is effective pending final credit approval by Nordic Energy Services, L.L.C.  
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals as of the date herein above first written.

SELLER: **NORDIC ENERGY SERVICES, L.L.C.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NORDIC ENERGY SERVICES, LLC  
EXHIBIT A  
METERS TO BE ON**

<b>DATE:</b>	<b>CUSTOMER NAME:</b>
<b>LDC:</b>	<b>CUSTOMER BILLING ADDRESS:</b>
<b>SALES REP:</b>	<b>CUSTOMER MAILING ADDRESS (IF DIFFERENT):</b>
	<b>CUSTOMER CONTACT:</b>
	<b>CUSTOMER PHONE:</b>
	<b>CUSTOMER EMAIL:</b>

LOCATION NAME	ACCOUNT NUMBER	MDCQ	SERVICE ADDRESS CITY STATE, ZIP CODE	METER #	CURRENT LDC RATE	NEW RATE	NEED LINE INSTALLED?

NORDIC ENERGY IS AUTHORIZED TO ACT AS EXCLUSIVE AGENT FOR CUSTOMER FOR THE DELIVERY OF NATURAL GAS TO THE FACILITIES LISTED ABOVE. NORDIC ENERGY IS AUTHORIZED TO RECEIVE CUSTOMER ACCOUNT INFORMATION, MAKE ALL RATE AND TARIFF SELECTIONS, INCLUDING EXECUTION OF CONTRACTS, AND TO MAKE PAYMENTS AS REQUIRED BY CUSTOMER'S LOCAL DISTRIBUTION COMPANY TO PROVIDE NATURAL GAS SERVICE. NORDIC ENERGY IS AUTHORIZED TO RECEIVE CUSTOMER'S UTILITY CREDIT HISTORY FOR THE PURPOSE OF CREDIT EVALUATION.

FAX AND OR PHOTOCOPY IS A LEGALLY BINDING DOCUMENT

PLEASE MAIL OR FAX A SIGNED COPY TO:  
NORDIC ENERGY  
625 PLAINFIELD ROAD, SUITE 226  
WILLOWBROOK, IL 60527

CUSTOMER: \_\_\_\_\_  
BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
DATE: \_\_\_\_\_