

**South Bay Energy Corp.**54 State Street, Suite 804 #7818  
Albany, NY 12207

Toll Free: 877-724-9010

Fax: 631-724-9011

**Illinois Uniform Disclosure Statement**

Alternative Retail Electric Supplier Information	<i>South Bay Energy Corp. 54 State Street, Suite 804 #7818 Albany, NY 12207 877-724-9010 (8am to 5:30 pm Eastern time) www.southbayenergy.com</i>
<b>Rates and Product Information</b>	
Price	<i>The initial price will be ___ per kWh for your first month of service with South Bay Energy. After the first month, the price may vary based on a variety of factors as explained in the contract.</i>
Length of Contract	<i>Month to Month</i>
Price after Initial Price	<i>Variable. The variable rate may go up or down and the rate may be higher or lower than the electric utility's rate during any given period.</i>
<b>Early Termination Fees and Contract Renewal</b>	
Early Termination Fee	<i>None</i>
Contract Renewal	<i>This contract will automatically renew on a month to month basis with no other change in terms</i>
<b>Right to Rescind and Cancel</b>	
Rescission	<i>You have a right to rescind (stop) your enrollment within 10 days after your utility has received your order to switch suppliers. You may call us at 877-724-9010 or your utility at 1 (800) 334-7661 to accomplish this</i>
Cancellation	<i>You have the right to terminate the contract without any termination fee or penalty if you contact us at 877-724-9010 within 10 business days after the date of your first bill with charges from South Bay Energy</i>

This is a sales solicitation and the seller is South Bay Energy Corp., and independent retail electric supplier. If you enter into a contract with the seller, you will be changing your retail electric supplier. The seller is not endorsed by, representing or acting on behalf of, a utility or utility program, a governmental body or governmental program, or a consumer group or a consumer group program.

If you have concerns about this sales solicitation, you may contact the Illinois Commerce Commission's Consumer Services Division at 800-524-0795. For information about the electric supply price of your electric utility and offers from other retail electric suppliers, please visit [PluginIllinois.org](http://PluginIllinois.org).

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

Agent ID: \_\_\_\_\_

Customer signature: \_\_\_\_\_



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**South Bay Energy Corp.**  
**Illinois Electricity and Natural Gas Supply Terms and Conditions**

**Agreement to Purchase Electricity and/or Natural Gas:** This is an Agreement between South Bay Energy Corp. ("South Bay") and the undersigned customer ("Customer") under which Customer shall initiate electricity and/or natural gas supply service and begin enrollment with South Bay. If you presently purchase your electricity supply or natural gas service from another competitive supplier, you are responsible for cancelling that service pursuant to the terms of your agreement with your existing supplier. Subject to the terms and conditions of this Agreement, South Bay agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of energy, as estimated by South Bay, necessary to meet Customer's requirements based upon consumption data obtained from Local Utility. South Bay is licensed by the Illinois Commerce Commission as an Alternative Retail Electric Supplier ("ARES") to offer and supply electric generation service, and as an Alternative Gas Supplier (AGS) to offer natural gas supply in Illinois. South Bay is a retail supplier of electricity and natural gas and is not affiliated with the Customer's Local Utility. Your Local Utility remains responsible for the delivery of electricity to your premises and will continue to respond to any service calls and emergencies.

**Price:** This is a variable price agreement. The price you are charged for electricity supply will reflect the cost of electricity obtained from the PJM Interconnection (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges costs, expenses and margins. There is no limit on the amount that your price can decrease or increase from month to month. Your South Bay electricity price may be higher or lower than the utility's price in any particular month, and there is no maximum price. The price you are charged for natural gas supply will be a variable price that can change from month to month. The price is based on the wholesale cost of natural gas from all sources (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Seller's costs, expenses and margins. There is no limit on the amount that your price can decrease or increase from month to month. Your South Bay natural gas price may be higher or lower than the utility's price in any particular month, and there is no maximum price.

**Contract Term: Month to Month.** South Bay will begin providing electricity and/or natural gas service when the Customer's Local Utility completes the Customer's enrollment with South Bay in accordance with its rules, and continue on a month-to-month basis until terminated by either party. The switching process may take up to ninety (90) days. Your utility will provide you with a written notice confirming your switch to South Bay. There is no early termination fee for terminating this contract.

**Renewal:** This contract will automatically renew on a month-to-month basis under a variable rate methodology with no change to the remaining terms.

**Rescission:** You have the right to rescind this Agreement and the pending enrollment within 10 calendar days after the utility processes the enrollment request, by contacting South Bay at 1-877-724-9010 (9 am to 5 pm Eastern time) or by contacting your utility at 1-800-334-7661.

**Independent seller:** South Bay Energy Corp. is an independent retail electricity and natural gas supplier certified by the Illinois Commerce Commission and is not endorsed by, representing or acting on behalf of, a utility or utility program, a governmental body or governmental program, or a consumer group or a consumer group program. Your electric utility remains responsible for the delivery of electricity to your premises and will continue to respond to any service calls and emergencies. You will receive a written notification from your electric utility confirming the switch of your electricity supply to South Bay Energy Corp.

**Contact Information**

South Bay Energy Corp. 54 State Street, Suite 804 #7818 Albany, NY 12207 877-724-9010 (9 am to 5 pm Eastern time) www.southbayenergy.com	Illinois Commerce Commission 527 E. Capitol Ave. Springfield, IL 62701 <a href="http://www.icc.illinois.gov">www.icc.illinois.gov</a> 1-800-524-0795	Com-Ed Customer Care Center P.O. Box 805379 Chicago, IL 60680-5379 Residential: 1-800-334-7661 Business: 1-877-426-6331
Nicor Gas 1844 Ferry Rd. Naperville IL 60563-9600 888-642-6748	Peoples Gas 200 E. Randolph St. Chicago, IL 60601-6302 866-556-6001	North Shore Gas 200 E. Randolph St. Chicago, IL 60601-6302 866-556-6004
Ameren Illinois 300 Liberty St. Peoria, IL 61602 800-232-2477		

**Billing:** You will continue to receive one monthly bill from your Local Utility for the electric generation and other services provided by South Bay and the distribution and other services provided by your Local Utility, each with taxes thereon. You will continue to receive one monthly bill from your Local Utility for the natural gas supply provided by South Bay and the distribution and other services provided by your Local Utility, each with taxes thereon. You will make payment for all of these services directly to your Local Utility in accordance with the payment terms stated in your utility’s tariffs. South Bay does not require a deposit in order for customer to enroll.

**Delivery Point, Title, and Taxes:** All electricity sold pursuant to this Agreement shall be delivered to a location (“Point of Delivery”), which shall constitute the point at which the sale occurs and title to the energy passes to you from us. All natural gas sold pursuant to this Agreement shall be delivered to a location (“Point of Delivery”), which shall constitute the point at which the sale occurs and title to the energy passes to you from us. Customer will be liable for and pay all taxes or surcharges which are imposed with respect to the sale of electricity and natural gas. If Customer is exempt from such taxes, Customer is responsible for identifying and requesting any exemption from the collection of the taxes by filing appropriate documentation with South Bay.

**Cancellation-** Customer may terminate this agreement at any time by contacting South Bay at 1-877-724-9010 between 8 a.m. – 5:30 p.m. ET Monday–Friday (Hours subject to change); by writing to us at: South Bay Energy Corp., 54 State Street, Suite 804 #7818, Albany, NY 12207, or by contacting us through our website at [www.southbayenergy.com](http://www.southbayenergy.com). South Bay may cancel this agreement at any time upon providing written notice to Customer.

**Entire Agreement -** This Agreement, including the Uniform Disclosure Statement, makes up the entire Agreement between Customer and South Bay. South Bay makes no representations other than those expressly set forth in this

Agreement. South Bay provides and Customer receives no warranties, express or implied, statutory, or otherwise and South Bay specifically disclaims any warranty of merchantability or fitness for a particular purpose.

**Force Majeure** - In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, curtailment by Customer's utilities etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of electricity or natural gas under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

**Liability** - The remedy in any claim or suit by Customer against South Bay will be solely limited to direct actual damages. By entering into this Agreement, Customer waives any right to any other remedy in law or equity. In no event will either South Bay or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

**Dispute Resolution** - In the event of a billing dispute or a disagreement involving South Bay's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact South Bay by telephone or in writing as provided above. If your complaint is not resolved after you have called South Bay and/or your utility, or for general utility information, residential and business customers may contact the Illinois Commerce Commission by calling 1 800-524-0795, from 8:30 a.m. to 5:00p.m. weekdays.

**Assignment** - You may not assign this Agreement, in whole or in part, or any of your rights or obligations without South Bay's prior written consent. We may, upon thirty days prior notice and without your consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds in connection with any financial or billing services agreement; or (b) transfer or assign this Agreement any other approved supplier authorized by the ICC. This Agreement shall be binding on each party's successors and legal assigns.

**Governing Law** - This Agreement is governed by the laws of the state of Illinois. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation or tariff whereby South Bay is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion South Bay shall have the right to cancel this Agreement.

**WAIVER OF JURY TRIAL. ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF ILLINOIS OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.**

**Information Release Authorization** - Customer authorizes South Bay to obtain and review the following information from the customer's utilities: consumption history; billing determinants; and account number. This information may be used by South Bay to determine whether it will commence and/or continue to provide energy supply service to Customer. The information referenced in this paragraph will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to South Bay. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to South Bay or by calling South Bay. South Bay reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**Measurement** - Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement of electricity as supplied and reported by the electric utility. Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement of natural gas as supplied and reported by the natural gas utility.

**Severability** - If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

**Delay or Failure to Exercise Rights** - No partial performance, delay or failure on our part in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

**Taxes and Laws** - Except as otherwise provided in this Agreement or by law, all taxes due and payable with respect to your performance of your obligations under this Agreement, shall be paid by the Customer. Any lawful tax exemption will only be recognized on a prospective basis from the date that you provide valid tax-exemption certificates to us.

**Customer Information:** By entering into this Agreement, you agree that your Local Utility may release to South Bay certain information that will be needed to provide electricity and/or natural gas supply to the Customer. We will not give or sell your personal information to any other party without your consent unless we are required to do so by law or it is necessary to enforce the terms of this Agreement. South Bay is prohibited from disclosing a customer's social security number without the customer's affirmative written consent except as permitted or required by 220 ILCS 5/5-110, 815 ILCS 505/2RR or other applicable law. South Bay is prohibited from disclosing a customer's billing, usage or load data except as permitted by 20 ILCS 3855/1-92, 220 ILCS 5/16-122 or other applicable law. South Bay's environmental disclosure statement is available for viewing on our website – [www.SouthBayEnergy.com](http://www.SouthBayEnergy.com). South Bay will provide quarterly updates to the statement as a separate billing insert as required under Section 16-127 of the Electric Service Customer Choice and Rate Relief Law of 1997 and the rules of the Illinois Commerce Commission, 83 Ill. Adm. Code 421.

IN WITNESS WHEREOF, Customer and South Bay Energy Corp. have caused this Agreement to be executed as of the date listed below.

For: South Bay Energy

\_\_\_\_\_  
Customer's Printed Name and Date

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

\_\_\_\_\_  
Customer's Signature