

ILLINOIS UNIFORM DISCLOSURE STATEMENT

Name: Horizon Power and Light LLC (“Horizon”)

Address: 539 W. Commerce St #779, Dallas, TX 75208

Internet Address: www.hplco.com

Phone and hours of operation: Phone: 1-866-727-5658 (M-F, 9 a.m-5 p.m.)

Rates and Product Information	
Price (in cents/kWh) and number of months this price stays in effect	Variable Price. Your initial electric supply price for your first __ billing cycles with Horizon will be ____ (“Initial Price”). Thereafter, your price will be vary month-to-month based on the factors described below. The current rate per kWh price and a one-year price history, are available at www.hplco.com or by calling 1-866-727-5658 (M-F, 9 a.m-5 p.m.).
Utility Electric Supply Price to Compare (PTC)	Price: _____ Effective: _____ Expires _____
Horizon is not the same entity as your electric utility. You are not required to enroll with Horizon. Beginning on ____ the electric supply price to compare is currently ____ cents per kilowatt hour. The electric utility electric supply price will expire on ____ The utility electric supply price to compare does not include the purchased electricity adjustment factor. For more information go to the Illinois Commerce Commission's free website at www.pluginillinois.org . The purchased electricity adjustment factor may range between +.5 cents and -.5 cents per kilowatt hour	
Other periodic charges:	None
Length of Contract	This Agreement will continue until either party provides notice of its intent to cancel the Agreement.
Price After Initial Price	After the Initial Price, the price for all electricity sold under this Agreement may vary from month to month based on the following factors: the cost to Horizon to obtain electricity from all sources (including energy, capacity, settlement, ancillaries, line losses and prior period adjustments), Renewable Energy Certificates (“RECs”), related transmission and distribution charges and other related factors, plus all applicable taxes, fees, charges or other assessments and Horizon’s costs, expenses and profit margins. The rate may go up or down and the rate may be may be higher or lower than the utility’s price during any given period and there is no guarantee of savings. There is no limit on how much the price may change from one billing cycle to the next.
Contract Renewal	
Contract Renewal	This Agreement will continue until either party provides notice of its intent to cancel the Agreement.
Right to Rescind and Cancel	
Rescission	You have a right to rescind (stop) your enrollment within 10 days after the date on your electric utility’s written notice confirming the switch of your supplier. You may call us at 1-866-727-5658 or your utility at 800-334-7661 to rescind.
Cancellation	You have the right to terminate an agreement with an alternative retail electric supplier AT ANY TIME WITH NO TERMINATION FEES AND NO PENALTIES . You may call us at 1-866-727-5658 to terminate this contract. The limit on early termination fees and penalties shall not apply to charges or fees for devices, equipment, or other services provided by the alternative retail electric supplier.

This is a sales solicitation and the seller is Horizon Power and Light, LLC an independent retail electric supplier. If you enter into a contract with the seller, Horizon Power and Light LLC will be your retail electric supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or utility program, a consumer group or consumer group program, unless the ARES is, through the consumer group, offering services at prices, terms and conditions that are available solely to members of that organization, or a governmental body or program of a governmental body, unless the ARES has entered into a contractual arrangement with the governmental body and has been authorized by the governmental body to make the statements. If you have any concerns or questions about this sales solicitation, you may contact the Illinois Commerce Commission’s Consumer Services Division at 800-524-0795. For information about the price to compare (PTC) of your electric utility and offers from other retail electric suppliers, please visit PlugInIllinois.org.

Date: _____

Agent Name/ID: _____

**TERMS AND CONDITIONS
VARIABLE PRICE ELECTRICITY SUPPLY**

ARES Name: Horizon Power and Light LLC (“Horizon”)

Address: 539 W. Commerce St #779, Dallas, TX 75208

Price for Electric Service: This is a **Variable Price** Agreement. The Variable rate may go up or down and the rate may be higher than the Electric Utility's Price to Compare (“PTC”) during any given period and there is no guarantee of savings. The rate for the first month of service will be \$0.____ per kWh. A one year price history is available at www.hplco.com or by calling 866-727-5658 Monday through Friday 9:00 a.m. - 5:00 p.m. EST.

The price for all electricity sold under this Agreement may vary from month to month based on the following factors: the cost to Horizon to obtain electricity from all sources (including energy, capacity, settlement, ancillaries, line losses and prior period adjustments), Renewable Energy Certificates (“RECs”), related transmission and distribution charges and other related factors, plus all applicable taxes, fees, charges or other assessments and Horizon’s costs, expenses and profit margins. There is no limit on how much the price may change from one billing cycle to the next. Customers can call Horizon at 1-866-727-5658 or visit our website www.hplco.com for current variable pricing and the previous 12 months’ average billed historical prices (or as many months of data as is available to date, up to 12 months).

Length of Contract: This Contract shall continue until either party provides notice of its intent to cancel and until the Electric Utility completes the termination in accordance with its rules.

Termination: Customers may terminate this Contract at any time with no termination fee or penalty.

Right of Rescission. You will receive written notification from the Electric Utility confirming a switch of the customer's electricity supplier. After the Electric Utility processes the enrollment request, Customer may rescind the contract and the pending enrollment within 10 calendar days by contacting Horizon or the Electric Utility. Customer may contact Horizon’s Customer Service Center at 1-866-727-5658 Monday through Friday 9:00 a.m. - 5:00 p.m. EST to rescind. The customer may also contact the Electric Utility, Commonwealth Edison, at 1-800-334-7661.

Horizon is an independent seller of electric power certified by the Illinois Commerce Commission. Horizon is not representing, endorsed by, or acting on behalf of a utility or a utility program, a consumer group of consumer group program, or a governmental body or program of a governmental body. Horizon is certified by the Illinois Commerce Commission as an Alternative Retail Electric Supplier (“ARES”) to offer and supply electric generation service in Illinois.

You may contact Horizon at 1-866-727-5658 or in writing 5847 San Felipe Suite 3700, Houston, Texas 77057 Your electric utility remains responsible for the delivery of electric power and energy to your premises and will continue to respond to any service calls and emergencies. You will receive written notification from your electric utility confirming a switch of your supply to Horizon. Other contact information: ICC Consumer Services Division: 800-524-0795. COMED: (800) 334-7661.

A summary document entitled 'The Uniform Disclosure Statement' (UDS) is attached to this contract. The UDS has important disclosures, including information about your new rate and your right to end this contract without termination fees or penalties other than charges or fees for devices, equipment, or other non-electrical services. Please read both this contract and the UDS carefully.

1. **Agreement to Sell and Purchase Electricity.** This is an agreement between Horizon and the undersigned customer (“Customer”) under which Customer agrees to initiate electricity service and begin enrollment with Horizon (the “Agreement”). Subject to the terms and conditions of this Agreement, Horizon agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Horizon, necessary to meet Customer’s requirements based upon consumption data obtained by Horizon or the delivery schedule of the Electric Utility. The amount of electricity delivered under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Horizon or the Electric Utility’s delivery schedule. Customer warrants that he/she is the account holder and/or fully authorized to enter into this Agreement for the electricity account(s) specified and confirmed in the contract summary. This Agreement is contingent upon Customer providing complete and accurate information to Horizon and subject to final acceptance by Horizon
2. **Term.** Horizon will begin providing your electric generation supply beginning on a date set by your Electric Utility and this Agreement shall continue until either party provides notice of its intent to cancel and until the Electric Utility completes the termination in accordance with its rules. There is no fee for terminating this agreement and customers have the right to terminate their agreements with alternative retail electric suppliers at any time without termination fees or penalties.
3. **Pricing, Billing, and Payment.** The price for all electricity sold under this Agreement may vary from month to month based on the following factors: the cost to Horizon to obtain electricity from all sources

(including energy, capacity, settlement, ancillaries, line losses and prior period adjustments), Renewable Energy Certificates ("RECs"), related transmission and distribution charges and other related factors, plus all applicable taxes, fees, charges or other assessments and Horizon's costs, expenses and profit margins. There is no limit on how much the price may change from one billing cycle to the next. Customers can call Horizon at 1-866-727-5658 or visit our website www.hplco.com for current variable pricing and the previous 12 months' average billed historical prices (or as many months of data as is available to date, up to 12 months). The Electric Utility will separately bill for, and Customer will be obligated to pay for, all Electric Utility rates and charges. The variable rate may go up or down and the rate may be higher than the Electric Utility's Price to Compare ("PTC") during any given period.

Customer will either receive a single bill for both commodity and delivery costs from the Electric Utility ("Consolidated Billing"). In the event of failure to timely pay for services rendered, Customer shall be liable for all costs of collection including the late payment interest set forth herein, reasonable attorneys' fees (if suit is filed), and reasonable collection agency fees. Customer payments remitted in response to a consolidated bill shall be applied in accordance with procedures adopted by the Illinois Commerce Commission ("ICC"). Horizon may assign and sell Customer accounts receivable to the Electric Utility. Failure to make full payment of Horizon's charges due on any consolidated bill prepared by the Electric Utility for Horizon will be grounds for disconnection of utility services in accordance with ICC rules and regulations on the termination of service, 83 Illinois Administrative Code 280.130.

4. **Renewable Energy.** If you select an electric renewable energy plan, the percentage of the selected electricity usage will be matched with renewable energy credits (RECs), generated from qualifying renewable or alternative energy sources in the United States that include at least one of the following types of renewable generation: wind, solar, biomass, biogas, hydroelectric, off-shore wind, tidal (ocean), fuel cells, liquid biofuel, and any other generation source that qualifies as renewable.
5. **Assignment.** Subject to regulatory approvals and any required notice from Horizon, Horizon may assign this Agreement without your consent. Horizon may transfer or sell this Agreement or your account in connection with any financing. Horizon may also transfer this Agreement to any of its affiliates and assign this Agreement to anyone succeeding to all or substantially all of Horizon's assets or business and also transfer this Agreement to another supplier licensed by the Commission. After assignment, Horizon will have no further obligations under this Agreement. You may assign this Agreement only with Horizon's prior written consent.
6. **Information Release Authorization.** Customer authorizes Horizon to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the Electric Utility: consumption history; billing determinants; account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather; tax status and eligibility for economic development or other incentives. This information may be used by Horizon to determine whether it will commence and/or continue to provide energy supply service to Customer and 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 Horizon. This authorization will remain in effect during the entire term of this contract. Customer may rescind this authorization at any time by providing written notice thereof to Horizon or by calling Horizon at 1-866-727-5658 (M-F, 9 a.m.-5 p.m.) Horizon may cancel this Agreement in the event Customer rescinds the authorization.
7. **Cancellation.** Upon cancellation pursuant to this Agreement, Customer is liable for all Horizon charges until Customer returns to the Electric Utility or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be true-up subsequent to the final meter reading. Horizon will provide at least 15 days' notice prior to the cancellation of service to Customer.
8. **Agency.** Customer hereby designates Horizon as agent to; (a) arrange and administer contracts and service agreements between Customer and Horizon and those entities including PJM engaged in the generation, transmission and delivery of Customer electricity supplies.
9. **Title.** Customer and Horizon agree that title to, control of, and risk of loss to the electricity supplied by Horizon Power under this Agreement will transfer from Horizon to Customer at the Delivery Point(s).
10. **Warranty.** This Agreement, including applicable attachments, as written constitutes the entire Agreement between Customer and Horizon makes no representations or warranties other than those expressly set forth in this Agreement, and Horizon expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.
11. **Force Majeure:** Horizon will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events out of Horizon's reasonable control may result in interruptions of service. Horizon will not be liable for any such interruptions or any other failure to perform under this Agreement caused by a Force Majeure Event. Horizon is not responsible for transmitting or distributing electricity. Therefore, you agree that Horizon is not, and shall not be, liable for damages caused by Force Majeure Events, including but not limited to.

Acts of God, changes in law, rules, or regulations or other acts of any governmental authority (including the Commission of PJM as applicable), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the Electric Utility or any other cause beyond Horizon's reasonable control.

12. Limitations of Liabilities: LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. HORIZON WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. HORIZON IS NOT LIABLE FOR INTERRUPTIONS TO, OR SHORTAGES OF, ELECTRICITY SUPPLY NOT ANY ASSOCIATED LOSS OR DAMAGE RESULTING THEREFROM. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. THERE ARE NO THRID-PARTY BENEFICIARIES TO THIS AGREEMENT.

13. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING CLAIMS ARISING IN CONTRACT, TORT, STATUTORY OR OTHERWISE, SHALL BE SETTLED EXCLUSIVELY AND FINALLY BY ARBITRATION IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY ARBITRATION PROCEEDING HEREUNDER SHALL BE CONDUCTED EXCLUSIVELY IN ILLINOIS. NEITHER PARTY MAY ALTER, AMEND, OR OTHERWISE CHANGE THE BINDING OBLIGATION TO ARBITRATE DISPUTES SET FORTH IN THIS PROVISION WITHOUT THE EXPRESS CONSENT OF THE OTHER PARTY. BY ENTERING INTO THIS AGREEMENT, CUSTOMER AGREES TO BINDING ARBITRATION AND WILL NOT PURSUE ANY FURTHER ACTION IN A COURT OF LAW. 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.

14. Contact Information. You may contact Horizon in one of the following ways: (a) call 866-727-5658 Monday through Friday 8:00 a.m. to 5:00 p.m. EST (contact center hours subject to change without notice); or (b) write to Horizon at 539 W. Commerce St #779, Dallas, TX 75208 (be sure to include your account number(s). Horizon's website address is: www.hplco.com (c) You may email Horizon at: customercare@hplco.com

ICC Consumer Services Division: 800-524-0795

ComED: (800) 334-7661

15. Dispute Resolution. In the event of a billing dispute or disagreement involving Horizon's service, Customer should contact Horizon's Customer Service Center. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 60 days, either party may submit the dispute for resolution in a small claims court having appropriate jurisdiction, or, if the dollar amount of the dispute exceeds small claims court jurisdiction, the dispute shall be submitted to final, binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

16. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of Illinois. This Agreement shall be construed under and shall be governed by the laws of the State of Illinois without regard to the application of its conflicts of law principles.

17. Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Horizon's net income, shall be paid by Customer, and Customer agrees to indemnify Horizon and hold Horizon harmless from and against any and all such taxes.

18. Regulatory Changes. 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, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, Horizon shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written or electronic mail notice of such modification to the Customer.

19. Emergency Service. The Electric Utility remains responsible for the delivery of electric power and energy to the Customer's premises and will continue to respond any service calls and emergencies. Choosing Horizon as your supplier will not impact your electric service reliability. In the event of an emergency, Customer should immediately call Commonwealth Edison at 1-800-EDISON-1.

20. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

21. **Telephonic or Electronic Enrollment.** The parties agree that in the case of enrollment via telephone or electronic means, execution and consent of this Agreement is deemed to be provided pursuant to the methods authorized by 83 Illinois Administrative Code Part 412 and/or Part 453.