

**ILLINOIS POWER MARKETING COMPANY d/b/a HOMEFIELD ENERGY  
ELECTRIC SERVICE AGREEMENT  
EXHIBIT A  
Issued: JUNE 11, 2014**

This offer is being presented to Village of Grayslake ("Customer") by Illinois Power Marketing Company d/b/a Homefield Energy ("Homefield Energy") and represents a price for the Customer's Full Requirement Retail Power ("Retail Power") needs, as measured and delivered on a firm basis, at the service location(s) in the Delivery Service Provider's ("DSP") service territory listed on the Account Information Sheet, and other stated terms and conditions. Upon acceptance, this offer will become Exhibit A of Homefield Energy's Electric Service Agreement Terms and Conditions ("Agreement"), a copy of which is attached. It is understood and agreed by Homefield Energy and Customer, to the extent there is any conflict in the interpretation or understanding of the provisions in Exhibit A with the Agreement, the terms and conditions of the Agreement supersede Exhibit A and are controlling, except in the event of a change in transmission charges or the RPS Charge, where in such instances the related terms and conditions in this offer are controlling with regard to the terms and conditions of Section 7 of the Agreement.

CUSTOMER NOTICE & CONTACT INFORMATION			
<b>HOMEFIELD ENERGY</b>		<b>VILLAGE OF GRAYSLAKE ("CUSTOMER")</b>	
<b>All Notices &amp; Inquiries Weekdays between 7:30 AM and 4:30 PM</b>		<b>All Notices &amp; Invoices, unless noted otherwise below (Please do not use P. O. Boxes for the Notices Address)</b>	
Attn:	Contract Administration	Attn:	<b>BILL HEINZ</b>
Street:	1500 Eastport Plaza Drive	Street:	<b>10 SOUTH SEYMOUR</b>
City, ST & Zip	Collinsville, Illinois 62234	City, ST & Zip	<b>GRAYSLAKE, IL 60030</b>
Phone:		Phone:	
Fax:	(888) 354-9837	Email:	<b>wheinz@villageofgrayslake.com</b>
DUNS #:	15-791-2432	DUNS #:	
Federal Tax ID #:	37-1395583	Federal Tax ID #:	
<b>Account Management</b>		<b>All Invoices should be mailed here, if different from above:</b>	
Attn:	Customer Care	Customer:	
Street:	1500 Eastport Plaza Drive	Attention:	<b>ACCOUNTS PAYABLE</b>
City, ST & Zip	Collinsville, Illinois 62234	Street:	
Phone:	(888) 451-3911, Option 3	City, ST & Zip	
Fax:	(888) 354-9837	Phone:	
<b>Send ACH Payments To:</b>		<b>Send Mail Payments To:</b>	
JP Morgan Chase Bank		<b>Standard Mail:</b>	<b>Overnight Delivery:</b>
for Illinois Power Marketing General		Illinois Power Marketing	JP Morgan Chase Bank
ABA: 071000013		23532 Network Place	131 S. Dearborn St., 6 <sup>th</sup> Floor
Account: 771057304		Chicago, IL 60673-1235	Chicago, IL 60603
Preferred format is ACH-CTX.			Attn: Lockbox 23532/Illinois Power Marketing General

**THIS EXECUTABLE OFFER EXPIRES AT MIDNIGHT ON JUNE 11, 2014!!!**

TABLE 1: PRICING AND TERM INFORMATION							
Customer Initial to Elect	Energy Price (¢/ kWh)		PJM Transmission Charge (¢/ kWh)	Capacity Charge (¢/ kWh)	RPS Charge (¢/ kWh)	Delivery Term Begins	Delivery Term Ends
	On Peak	On Peak					
<b>MSU</b>	<b>3.971</b>	<b>3.971</b>	<b>0.138</b>	<b>0.006</b>	<b>0.108</b>	<b>July 2014</b>	<b>July 2015</b>
	<b>3.827</b>	<b>3.827</b>	<b>0.138</b>	<b>0.006</b>	<b>0.181</b>	<b>July 2014</b>	<b>July 2017</b>

**Conditional Contingencies:** This offer is contingent on completion of Conditional Contingencies as follows: Conditional Contingency 1) approval by the respective management of both Customer and Homefield Energy prior to the submission of the Direct Access Service Request ("DASR") for an on-cycle switch; Conditional Contingency 2) unless Homefield Energy and Customer have prequalified credit prior to execution, final credit approval by Homefield Energy within the lesser of thirty (30) days following Customer acceptance of this offer or the number of days prior to the deadline to submit a DASR to the DSP. Homefield Energy may timely require Customer to provide credit support as a conditional contingency, in which case Homefield Energy will make the request within five (5) days of Customer's execution of this Exhibit A. Any final determination regarding credit support shall be concluded within the time period set forth in Conditional Contingency 2. Credit support includes but is not limited to an executed letter of credit, parent guaranty, or other mutually acceptable form of credit support; and, Conditional Contingency 3) acceptance by the DSP of Homefield Energy's DASR(s) for all listed accounts.

**Term:** Retail Power delivery will begin for each account with the first available meter reading date of the month noted under Delivery Term Begins in Table 1, or as soon as possible thereafter, and ends with the regularly scheduled meter reading date, for the month noted under Delivery Term Ends in Table 1, unless Customer and Homefield Energy mutually agree to extend the Term of this Agreement in writing. Regularly scheduled meter reading dates are defined by the DSP Bill Group. If it is not possible to begin deliveries on the regularly scheduled meter reading date due to the DSP switching rules, Customer may request that Homefield Energy perform an off-cycle switch. If Customer so elects, Customer will receive an off-cycle switching charge on Customer's delivery service invoice from the DSP.

**Energy Price:** The Energy Price is based upon Customer's historical load data. The Energy Price in Table 1 applies to all Retail Energy covered under this Agreement and includes charges for energy, distribution energy losses, and scheduling and load forecasting associated with the delivery of the Retail Energy.

Peak and Off-Peak pricing, if applicable, shall be applied for such periods as follows: 1) Peak Period means the hours from 6 A.M. until 10 P.M. Central Prevailing Time ("CPT"), Monday through Friday except New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day or if one of the preceding holidays occurs on a Sunday, the Monday immediately following the holiday and 2) Off-Peak Period means all hours other than those included in the Peak Period.

The Energy Price in Table 1 does not include any charges by the DSP, which are the responsibility of Customer, including, but not limited to the following: charges for services under its applicable delivery service tariffs and riders, facilities charges, taxes (either billed for by the DSP or customer self-assessed) and other DSP charges, including but not limited to fuel, environmental, or decommissioning charges, as may be applicable from time to time.

**Capacity Charge:** The Capacity Charge in Table 1 represents the charge for Customer's capacity obligation that Homefield Energy must secure during the Term of this Agreement. The Capacity Charge applies to all Retail Energy delivered pursuant to this Agreement and will appear as a separate line item charge on Customer's monthly invoice.

**Delivery Point:** The Delivery Point(s) shall be the interconnection between the transmission and the DSP's distribution system(s). Title to and risk of loss related to the Retail Power purchased hereunder shall transfer from Homefield Energy to Customer at the Delivery Point(s). Homefield Energy warrants that it shall deliver to Customer at the Delivery Point(s) such Retail Power free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point(s).

**Renewable Portfolio Standard ("RPS") Charge:** Pursuant to the Illinois Public Utilities Act, 220 ILCS 5/, all Illinois Alternative Retail Electric Suppliers ("ARES") are required to have renewable energy sources as a percentage of their supply portfolio, effective June 1, 2009. The RPS Charge, identified in Table 1, represents Homefield Energy's charge for compliance, and is applicable to all Retail Power supplied under this Agreement notwithstanding any other terms or limitations stated herein. If any rule, regulation, tariff, ordinance, statute, or law affecting the obligation pertaining to renewable energy resources of any kind or nature are amended or otherwise implemented by the applicable regulatory agency, during the Term of this Agreement, notwithstanding the terms and conditions of Section 7 of the Agreement, Homefield Energy will change the RPS Charge and add or reduce such charges incurred on Customer's behalf to comply with the change in effect during the corresponding period, as applicable.

**Transmission:** Customer acknowledges that Homefield Energy will incur charges on Customer's behalf to deliver Retail Power to the Delivery Point including charges for transmission service, ancillary services, transmission losses, and day-ahead and balancing congestion charges. The PJM Transmission Charge in Table 1 is based upon the current PJM OATT for the ComEd zone of Northern Illinois Control Area ("NICA"). Such charge(s) is the responsibility of Customer, and applies to all Retail Energy covered under this Agreement. The PJM Transmission Charge will appear as a separate line item charge on Customer's monthly invoice. If the applicable PJM business practices and policies or other applicable transmission tariffs or business practices and policies are amended or otherwise implemented during the Term of this Agreement, notwithstanding the terms and conditions of Section 7 of the Agreement, Homefield Energy will change the PJM Transmission Charge accordingly, and the amended PJM Transmission Charge at the time it is in effect is the responsibility of Customer. Homefield Energy shall be permitted to retroactively charge Customer the amended PJM Transmission Charge.

**Changes in Consumption:** Customer will provide Homefield Energy advanced notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Homefield Energy's ability to accurately forecast Customer's load. Homefield Energy may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement.

**Execution:** Customer may provide Homefield Energy with an executed facsimile copy of the Agreement, or other form of an electronic execution of the Agreement, and in such event the Agreement is binding on the Parties upon acceptance and execution by Homefield Energy, and shall be deemed an original.

IN WITNESS WHEREOF, subject to any of the foregoing execution conditions, the Parties have executed and delivered this Agreement on the date last signed by the Parties.

- Check here if you are a local government entity, as defined by 50 ILCS 505/ Local Government Prompt Payment Act
- Check here if you wish to receive combined billing of your Homefield Energy charges and your local utility delivery service charges.

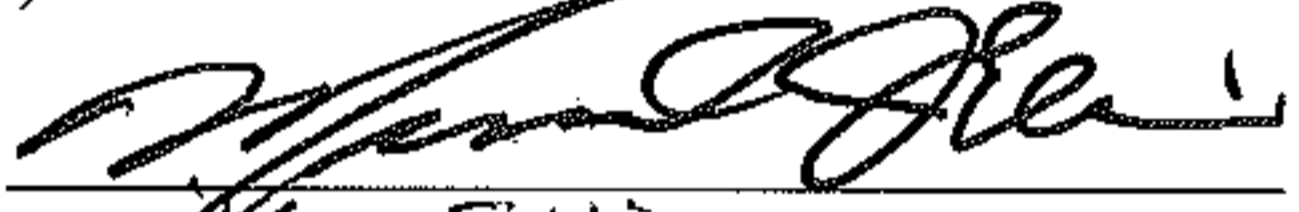
**Choose only one:**

- Check here to receive a summary (master) invoice with usage detail for individual accounts.
- Check here to receive individual invoices sent to Billing Address.
- Check here to receive individual invoices sent to Service Address.

*Have you completed all the applicable fields on Page 1, Exhibit A and marked the applicable boxes above?*

**HOMEFIELD ENERGY**

**VILLAGE OF GRAYSLAKE  
(SIGN HERE)**

UBK  
By:   
Print Name: MIKE ELLIS  
Title: Village Manager  
Date: 6/12/14

*Sign and return by email or fax all pages of this Agreement to:*

*Email: RetailContractAdmin-Confirms@dynegy.com*

*Fax: 888-354-9837 Attn: Contract Administration*

*We will return a fully-executed copy of the document for your records.*

**LETTER OF AGENCY**

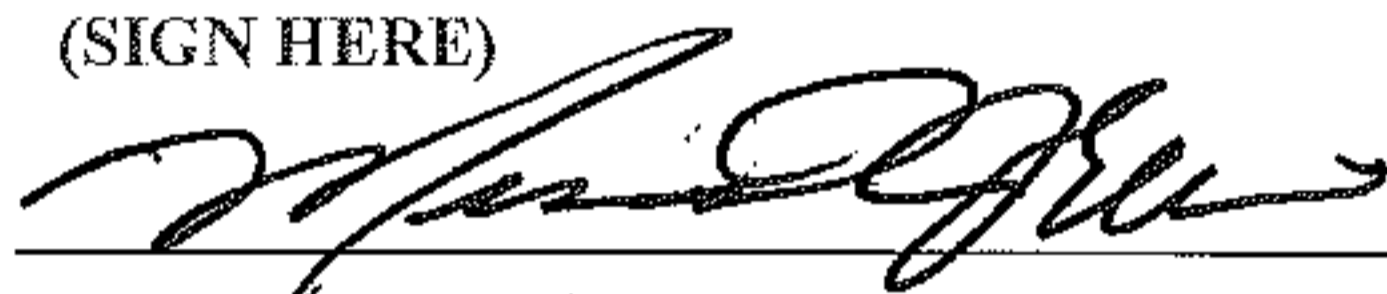
Pursuant to the Electric Service Agreement between Village of Grayslake ("Customer") and Illinois Power Marketing Company d/b/a Homefield Energy ("Homefield Energy"), dated **June 11, 2014**, and in accordance with Commonwealth Edison's (ComEd's) delivery service terms and conditions, Customer is granting this LETTER OF AGENCY ("LOA") to Homefield Energy, with reference to the following:

Customer grants Homefield Energy exclusive authority to act on its behalf as its Agent to accomplish the supply, transmission, and related electric energy services, including but not limited to billing, scheduling, imbalance settlement, and managing electricity supply for its service location(s) noted below located within the DSP service territory and, unless otherwise agreed:

1. Homefield Energy shall provide electric energy supply to Customer at an electric energy price ("Power Price") that does not include any costs for the DSP's delivery or metering services, which shall be the responsibility of the Customer as specified in the aforementioned Agreement between Customer and Homefield Energy.
2. By its acceptance of this LOA, Customer authorizes Homefield Energy to receive historical and on-going usage data from the DSP.
3. All electric service associated with the specified accounts below shall be switched to Homefield Energy's retail supply.
4. Homefield Energy shall not charge any Direct Access Service Request submission and switching fees associated with switching Customer to its retail supply.

The parties specifically acknowledge that a copy of the LOA may be provided to the DSP, along with a copy of the customer's Notice Contact information, which includes mailing address and telephone contact information.

A copy of Customer's Account Information Sheet, which is part of the Electric Service Agreement between Homefield Energy and Customer, is attached to this LOA.

UBK  
By:   
Print Name: Mike Ellis  
Title: Village Manager  
Date: 6/12/14



**HOMEFIELD ENERGY ELECTRIC SERVICE AGREEMENT  
TERMS AND CONDITIONS**

This Electric Service Agreement ("Agreement") is between Illinois Power Marketing Company d/b/a Homefield Energy ("Homefield Energy") and Village of Grayslake and is dated and effective as of the date the Agreement is signed by Customer, for Retail Power (as defined in Exhibit A) provided to Customer at the service location(s) defined in Exhibit A. (Hereinafter Homefield Energy and Customer individually and collectively referred to as "Party" or "Parties", respectively). It is agreed and understood by Homefield Energy and Customer, to the extent there is any conflict in the interpretation or understanding of the Agreement with the offer, Exhibit A, the terms and conditions of the Agreement supersede the provisions of the offer and are controlling.

**AGREEMENT**

**1. ELECTRIC ENERGY SERVICES**

Homefield Energy shall supply and deliver to Customer on a firm basis, and Customer shall exclusively purchase and receive from Homefield Energy all of the Full Requirement Retail Power associated with Customer's service location(s) (hereinafter "Retail Power"), pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Delivery Services Provider's ("DSP") distribution system ("Delivery Point"). The DSP will be responsible for delivery of Retail Power to Customer's meter from the Delivery Point. The delivery of Retail Power over the DSP's distribution system is subject to the terms and conditions of the DSP relating to delivery and metering. Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations associated with Customer's delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the DSP whether billed to Homefield Energy or Customer, and agrees to hold harmless and indemnify Homefield Energy from any liability, demand or payment for same. Customer shall receive the delivery service bill directly from the DSP and shall pay such bill according to the terms contained therein. Customer represents and warrants it is eligible to receive electric energy services from Homefield Energy and that it has given all required notices to the supplier currently serving Customer, if applicable.

**2. TERM OF AGREEMENT**

This Agreement shall be in effect for a term as noted in Exhibit A unless the Parties shall mutually agree to extend the Term of this Agreement in writing.

**3. TAXES**

Except for taxes on the gross income and property of Homefield Energy, all federal, state, and municipal or other governmental subdivision taxes, assessments, fees, use taxes, sales taxes or excise taxes, or similar taxes or fees incurred by reason of Retail Power services performed under this Agreement are the sole responsibility of Customer, and Customer agrees to hold harmless and indemnify Homefield Energy from any liability, demand or payment for same. It is understood that Homefield Energy is responsible for all taxes applicable prior to Homefield Energy's delivery to the Delivery Point, and Homefield Energy agrees to hold harmless and indemnify Customer from any liability, demand or payment for same.

**4. CONFIDENTIALITY**

Customer and Customer's agents and Homefield Energy and/or Homefield Energy's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other Party, except as required by law, including but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/et.seq. Notwithstanding the foregoing, Homefield Energy and/or Homefield Energy's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At Homefield Energy's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

**5. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY**

Homefield Energy warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims, to the Delivery Point. **THIS IS HOMEFIELD ENERGY'S ONLY WARRANTY CONCERNING THE RETAIL POWER SERVICES PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. HOMEFIELD ENERGY DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION**

**DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.**

**6. FORCE MAJEURE**

To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party for the period excused by Force Majeure.

"Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to, acts of God; fire; flood; earthquake; war; riots; strikes, walkouts, lockouts and other labor disputes that affect Customer or Homefield Energy. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Homefield Energy's ability to sell the Retail Power at a price greater than the price under this Agreement.

**7. CHANGES IN LAW OR REGULATION**

In the event that any change in or enactment of any rule, regulation, DSP's operating procedure, tariff, applicable transmission tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation pertaining to renewable energy resources of any kind or nature, of Retail Power to Customer (including but not limited to any administrative ruling, interpretation, or judicial decision) alters to the detriment or benefit of Homefield Energy its ability to deliver Retail Power at the pricing set forth in this Agreement, as determined in its sole discretion and judgment, Homefield Energy shall, except in the instances where the change or enactment relates to the pricing or charges associated with the transmission charge or RPS charge as provided for in Exhibit A, whereby those terms are controlling, 1) provide written notice to Customer of the change; 2) identify the change in pricing necessary to accommodate the impact of the change, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle invoice that follows the thirty (30) day period.

**8. ASSIGNMENT**

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may 1) assign its rights and obligations under this Agreement to an affiliate without consent of the other Party, subject to the affiliate's satisfactory creditworthiness, or 2) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets, subject to the assignee's satisfactory creditworthiness; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurances as the non-transferring Party may reasonably request. Creditworthiness under this section is to be determined by the non-transferring Party.

**9. WAIVER**

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

**10. CREDIT**

Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, as determined by Homefield Energy in a commercially reasonable manner, based upon, but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements (which, if available, shall be supplied by Customer upon the reasonable request of Homefield Energy), Homefield Energy may request adequate financial security from Customer in a form acceptable to Homefield Energy as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Homefield Energy within ten (10) Business Days of a written request by Homefield Energy shall be considered an Event of Default under Section 12.

**11. PAYMENTS/INVOICES**

Homefield Energy shall render an invoice to Customer via facsimile or electronic mail ("e-mail") as soon as practicable after the end of each Monthly Billing Cycle in which service was provided. Should the DSP fail to provide the customer's

usage information to Homefield Energy within five (5) Business Days after the published meter read date, Homefield Energy reserves the right to provide the Customer with an estimated bill, to be trued up in an invoice that follows receipt of the actual bill. Payments shall be received by Homefield Energy via an electronic method or check, deposited in the account specified on each invoice within sixty (60) Calendar Days following the issue date of each facsimiled or e-mailed invoice, the "Due Date" unless Customer has elected to receive combined billing of Customer's Homefield Energy charges and the DSP delivery service charges, in which case the "Due Date" shall be thirty (30) Calendar Days as described above. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half (1-1/2) percent will be assessed each month on the unpaid balance ("Interest Rate"). If Customer, in good faith, disputes the correctness of any invoice rendered under this Agreement then Customer shall 1) provide written explanation of the basis of the dispute to Homefield Energy no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by Homefield Energy, it shall be paid to Homefield Energy within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid.

For purposes of this Agreement, Business Day shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and Calendar Day shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays.

If, however, Customer is a local government entity as defined by 50 ILCS 505/ Local Government Prompt Payment Act (the "Act"), then in such event the Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this Section remain the same and are in effect.

## 12. EVENTS OF DEFAULT

**Definition:** An "Event of Default" shall mean, with respect to a Defaulting Party, the occurrence of any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days (as such term is defined in Section 11 above) after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive where such Party has made payments due for such failure to deliver or receive,) if such failure is not remedied within five (5) Business Days (as such term is defined in Section 11 above) after written notice; (d) such Party 1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, 2) makes an assignment or any general arrangement for the benefit of creditors, 3) otherwise becomes bankrupt or insolvent (however evidenced), or 4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness/collateral requirements under Section 10 of this Agreement; or: (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness/collateral requirement set forth in Section 10 of this Agreement.

**Suspension and Early Termination:** If an Event of Default occurs, the non-defaulting Party ("the Non-Defaulting Party") may, at its option and in its sole discretion, 1) suspend its performance under this Agreement, or 2) terminate this Agreement, at which Early Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party ("the Defaulting Party") shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices plus, the positive difference (if any) of the Energy Price minus the Market Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or b) if Homefield Energy is the Defaulting Party, the net result of any unpaid invoices by Customer to Homefield Energy and, the positive difference (if any) of the Market Price minus the Energy Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term. Any such calculation shall be discounted to present value, plus other costs, expenses and charges under this Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 5 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section "Market Price" shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party



**13. NOTICES**

Except for Suspension or Early Termination Notices required under Section 12, all other notices to be provided under this Agreement may be sent by U.S. mail, personal delivery, fax, or orally in the case of an emergency (with a written confirmation following any notice due to an emergency). All such notices shall be deemed given and received when transmitted by any of the above methods. However, all Suspension and Early Termination Notices must be given by certified mail return receipt requested or by overnight delivery and shall be effective only upon actual receipt of notice. Notices shall be sent in accordance to those identified on the attached Exhibit A.

**14. FORWARD CONTRACT**

The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code.

**15. ENTIRE AGREEMENT**

This Agreement constitutes the entire and final agreement between the Parties and supersedes any and all prior oral or written agreements or discussions. This Agreement may not be modified in any respect except in a writing which states the modification and is signed by both Parties hereto.

**16. GOVERNING LAW**

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Illinois, together with administrative and judicial decisions construing applicable provisions of the Illinois retail choice law, 220 ILCS 5/16-101 et al, and without regard to principles of conflicts of law.

**17. RESOLUTION OF DISPUTES/ARBITRATION**

If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a request by either Party. If within fifteen (15) days after that meeting, the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy shall be resolved by arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.