

**ELECTRIC SERVICE AGREEMENT
TERMS AND CONDITIONS**

CUSTOMER NOTICE & CONTACT INFORMATION			
Illinois Power Marketing Company d/b/a HOMEFIELD ENERGY		UNION COUNTY	
All Notices & Inquiries (weekdays between 7:30 AM and 4:30 PM)		All Notices & Invoices, unless noted otherwise below (Please do not use P. O. Boxes for the Notices Address)	
Attn:	Customer Care	Attention:	ROLLIE HAWK
Street:	1500 Eastport Plaza Drive	Street:	309 W MARKET ST
City, ST & Zip:	Collinsville, Illinois 62234	City, ST & Zip:	JONESBORO, IL 62952
Phone:	888-451-3911, Option 3	Phone:	618-833-5621
Fax:	888-354-9837	Fax:	618-833-5496
DUNS #:	15-791-2432	DUNS #:	
Federal Tax ID #:	37-1395583	Federal Tax ID #:	37-6002199
All invoices should be mailed here, if different from above:			
		<input type="checkbox"/>	Check if to Service Address for each Account
		Attention:	ACCOUNTS PAYABLE
		Street:	
		City, ST & Zip:	
		Phone:	
		Fax:	

Send ACH Payments To:	Mail Payments To:	
JP Morgan Chase Bank	Standard Mail:	Overnight Delivery:
for Illinois Power Marketing General	Illinois Power Marketing	JP Morgan Chase Bank
ABA: 071000013	23532 Network Place	131 S. Dearborn St., 6 th 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 BECOMES BINDING UPON EXECUTION SUBJECT TO CUSTOMER EXECUTING THE AGREEMENT PRIOR TO MIDNIGHT ON MONDAY, JULY 27, 2015!
THE TERMS AND CONDITIONS HEREIN ARE HIGHLY CONFIDENTIAL AND PROPRIETARY AND SHALL NOT BE RELEASED TO ANY PERSON, FIRM OR ENTITY WITHOUT THE EXPRESSED PERMISSION OF HOMEFIELD ENERGY.**

TABLE 1: PRICING AND TERM INFORMATION		
Power Price (¢/kWh)	Initial Term Begins	Initial Term Ends
5.235	September 2015 August 2015 ML, CIO	September 2016 August 2016 ML, CIO

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ACCOUNT INFORMATION SHEET FOR			
Union County			
AS OF 7/27/2015			
Delivery Service Provider	Utility Account #	Bill Group	Service Location
CIPS	9462007015	5	CIVIL DEFENSE JONESBORO, IL 62952
CIPS	7962003010	3	385 KAOLIN RD ANNA, IL 62906
CIPS	6450010731	5	204 MISSISSIPPI ST JONESBORO, IL 62952
CIPS	3562007312	5	303 W MARKET ST JONESBORO, IL 62952
CIPS	1698003043	5	305 W MISSISSIPPI JONESBORO, IL 62952
CIPS	1662007116	5	301 W MISSISSIPPI ST JONESBORO, IL 62952
CIPS	1198022005	5	309 W MARKET ST JONESBORO, IL 62952
CIPS	0562007119	5	309 W MARKET ST JONESBORO, IL 62952

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TERMS AND CONDITIONS

CUSTOMER MUST MAKE THESE ELECTIONS TO COMPLETE EXECUTION AND ESTABLISH BILLING
(Please consult your ACCOUNTS PAYABLE Department for any processing requirements they may have.)

✓ Please select ONLY ONE Delivery Option to ensure proper delivery of your monthly invoice:

<input type="checkbox"/>	I prefer to receive invoices by mail to the address noted on the first page.
<input type="checkbox"/>	I prefer to receive invoices electronically,
	Email 1: _____; Email 2: _____
<input checked="" type="checkbox"/>	I prefer to receive invoices by mail AND electronically:
	Email 1: <u>rhawk@unioncountyil.gov</u> ; Email 2: _____

✓ Please select ONLY ONE Billing Option below: (These options are available regardless of whether you select "Master" or "Individual" Invoicing below.)

<input type="checkbox"/>	I prefer "Dual Billing". (I will receive an invoice from the utility for delivery service charges and an invoice from Homefield Energy for energy supply charges.)
<input checked="" type="checkbox"/>	I prefer "Combined Billing". (I will receive a combined invoice from Homefield Energy which includes utility Delivery Service Charges and Homefield Energy energy charges on one invoice.)
* Note – If Combined Billing is selected, all accounts included in this Agreement will be removed from any summary invoicing, Budget Billing, and Direct Debit or Auto Pay with the utility. Any payment arrangements will be due to the utility in full. Combined billing is subject to acceptance by Delivery Service Provider ("DSP"). If rejected by DSP, billing options will default to Dual Billing.	

✓ Please select ONLY ONE Invoice Type: (Please consult your ACCOUNTS PAYABLE Department for any processing requirements they may have.)

<input checked="" type="checkbox"/>	I prefer a "Master" invoice. (If you intend to remit a single payment for all accounts, it is suggested you choose a "Master" invoice.)
<input type="checkbox"/>	I prefer an "Individual" invoice. (If you will be remitting separate payments for each account, please choose to receive "Individual" invoices.)

Check here if you are a local government entity as defined by 50 ILCS 505/Local Government Prompt Payment Act.

By signing this Exhibit A, Customer authorizes the DSP to enroll Customer's account for retail electric service supply provided by Homefield Energy.

After reviewing the Terms and Conditions of Electric Service, please sign below to enroll your electric service with Homefield Energy.

If you have any questions or need additional information, call us toll free at 1-888-451-3911, Option 3.

By your signature below, you are certifying you are authorized to enter into this Agreement with Homefield Energy.

UNION COUNTY
(SIGN HERE)

Signature: Richard Cunningham Date: 7-27-2015

Print Name: Richard Cunningham

Print Title: County Commissioner CHAIRMAN

Upon execution, this Agreement is binding. Immediately e-mail a copy of the entire Agreement and all attachments by E-mail (HFEContracts@dynegy.com) OR fax (888-354-9837) a copy of the entire Agreement and all attachments. Retain a copy for your records. We will forward all necessary documents to the appropriate DSP.

ELECTRIC SERVICE AGREEMENT TERMS AND CONDITIONS

This Electric Service Agreement Terms & Conditions, and associated Exhibit A (collectively "Agreement"), by and between Illinois Power Marketing Company d/b/a Homefield Energy ("Homefield Energy") and Customer applies to, and represents the entirety of, Homefield Energy's and Customer's understandings and agreements regarding, Customer's Full Requirement Retail Power ("Retail Power"). Homefield Energy and Customer may be referred to herein individually as a "Party" and collectively as the "Parties".

Eligibility: This Agreement is only applicable to non-residential accounts that are less than 400 kW, and if more than one account less than 2,000 kW in aggregate, as defined by the DSP and as designated at the time of execution of this Agreement. Customer must return all pages of this signed Agreement. Homefield Energy reserves the right to not initiate service under this Agreement if, at Homefield Energy's sole discretion, it is determined Customer is ineligible for this offer.

Power Price: Homefield Energy will arrange for delivery of Customer's Retail Power. The Power Price noted in Exhibit A includes charges for energy, capacity, MISO network transmission and ancillary services, MISO market administration charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the Illinois state mandated Renewable Portfolio Standard requirements, if applicable, plus scheduling and load forecasting associated with the delivery of Customer's Retail Power. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

Term: Retail Power delivery will begin for each account, contingent upon confirmation of successfully enrolled Direct Access Service Request from the host utility, with the first available meter reading date of the month noted under Initial 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 Initial 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 account is eligible. If Customer so elects, Customer will receive an off-cycle switching charge on Customer's delivery service invoice from the DSP. **AFTER THE INITIAL TERM, THIS AGREEMENT SHALL CONTINUE ANNUALLY, TO BE KNOWN AS THE RENEWAL TERM, UNLESS TERMINATED BY EITHER THE CUSTOMER OR HOMEFIELD ENERGY IN THE MANNER PRESCRIBED IN THE CHANGES IN TERMS & CONDITIONS AND FINANCIAL RESPONSIBILITY SECTIONS BELOW.**

Change in Terms & Conditions: If Homefield Energy intends to change any of the terms or conditions of this Agreement for a Renewal Term, including but not limited to Power Price, Homefield Energy will provide Customer written notification of those changes no less than 30 days prior to the Renewal Date. The Renewal Date is the date 15 days prior to the conclusion of the Term or Renewal Term, as applicable. Customer shall notify Homefield Energy within 10 days after the issuance a notice of change to the terms or conditions, and no later than the Renewal Date, with written notice to Homefield Energy of its intent to terminate service under this Agreement. If Customer elects not to continue for the Renewal Term, Homefield Energy will return Customer's accounts to DSP service rates effective with the next available meter read date.

Financial Responsibility: Homefield Energy reserves the right to require a satisfactory credit review of Customer's payment practices prior to commencing service. If Customer's credit becomes unsatisfactory, including, but not limited to, a consistent pattern of late payments, as determined by Homefield Energy in a commercially reasonable manner, during the Term or a Renewal Term of this Agreement, Homefield Energy may terminate this Agreement by 15 calendar days' notice of cancellation. Customer remains obligated to pay for all Retail Power delivered within 10 calendar days following the termination date.

Billing and Payment: Homefield Energy's invoice will reflect the Power Price for Retail Power and, if Customer chooses to receive a combined invoice, it shall also include DSP delivery charges. Homefield Energy reserves the right at all times to terminate the inclusion of DSP delivery charges on a combined invoice without notice if Customer's payment history becomes unsatisfactory in the sole discretion of Homefield Energy. Customer must pay each monthly bill in full by the due date, which will not be less than 14 days from the invoice date. Late payment charges may be assessed at the rate of 1.5% per month of the outstanding invoice amount if not received by the due date. 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.

Force Majeure: If a Party is unable to perform under this Agreement because of circumstances not reasonably within its control, including suspension, curtailment or service disruption, acts of God, breakage of transmission and delivery facilities or weather disasters, it will provide written notice to the other Party, and the Party's performance is excused for the duration of the Force Majeure event.

Limitation of Liability: DSP CONTINUES TO PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE, HOMEFIELD ENERGY WILL NOT BE LIABLE FOR ANY INJURY, LOSS, CLAIM, EXPENSE, LIABILITY OR DAMAGE RESULTING FROM FAILURE BY DSP OR TRANSMISSION PROVIDER. HOMEFIELD ENERGY IS ALSO NOT LIABLE FOR ANY INJURY, LOSS OR DAMAGE RESULTING FROM INTERRUPTION, INSUFFICIENCY OR IRREGULARITIES OF SERVICE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD-PARTY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY DAMAGES OF A SIMILAR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

Change in Law: If there is a change in law, regulation, applicable tariff, or regulatory interpretation thereof that affects herein during the Term or Renewal Term as determined in the sole discretion of Homefield Energy, Homefield Energy shall modify those charges to reflect such change, and the modified charges shall appear on the next monthly invoice.

Dispute Resolution: In the event of a dispute concerning the observance or performance of any of the terms or conditions herein, and the Parties are not otherwise able to resolve such dispute within 30 days after notice, the Parties agree the dispute shall be resolved by arbitration in accordance with the rules and regulations established by the American Arbitration Association ("AAA"). Any decision rendered by the AAA shall be final and binding, and judgment may be entered by any court of competent jurisdiction.

Miscellaneous: The Parties agree that the laws of the State of Illinois shall govern this Agreement. Customer may not assign this Agreement without the written consent of Homefield Energy. The Agreement is a forward contract under applicable bankruptcy laws.