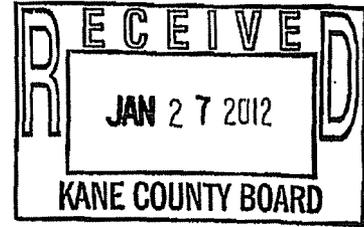


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Energy Service Agreement for Natural Gas

Submitted by: Tim Keovongsak / Purchasing Dept.

Date Submitted: January 26, 2012

Examined by: KC Shapiro
(Print name)

[Signature]
(Signature)

2-9-2012
(Date)

Post on Web: Yes No Atty. Initials KCS

Comments:

Please review attached energy service agreement for natural gas. RFP 01-012. Please notify Purchasing Department when approved to proceed with contract execution after County Board meeting on 2/14/2012. ProLiance Energy requests that changes to be made in an amendment, rather than an edit to the attached. Please provide the requested changes/amendment as to law venue and ProLiance will accept.

Attachment: Energy Service Agreement

Chairman signed: Yes No 2-15-12
(Date)

Document returned to: _____

Energy Service Agreement

Agreement No. _____

This Agreement is effective and binding upon the parties this ____ day of _____, 20__ (the "Effective Date"), by and between ProLiance Energy, LLC ("Seller" or "ProLiance") and _____ ("Buyer" or "Customer"). Certain defined terms used in this Agreement are set forth in Exhibit C.

1. Term. The term of this Agreement begins on the Effective Date and shall remain in full force and effect for an initial period of one (1) year. Unless terminated in writing by either party not less than thirty (30) days prior to the expiration of the initial term, or any subsequent term, this Agreement shall automatically renew for successive one (1) year terms. Notwithstanding anything in this paragraph to the contrary, all terms and conditions of this Agreement shall survive until and govern the full completion of the transaction(s) memorialized in any Transaction Confirmation in effect on the date on which the initial term or any subsequent term of this Agreement would otherwise terminate. Renewal of this Agreement shall not extend any price or other term of a Transaction Confirmation beyond the express terms of such Transaction Confirmation. During any subsequent term, pricing and delivery terms shall be in accordance with the respective Transaction Confirmation(s).

2. Subject Matter. This Agreement, including any exhibits and properly executed amendments, establish the terms and conditions governing all sales of gas by Seller to Buyer. Such sales shall be solely made pursuant to a Transaction Confirmation(s) on the specimen form attached hereto as Exhibit A. The submitted Transaction Confirmation shall become effective unless Buyer submits a written objection to such Transaction Confirmation to Seller by facsimile transmission pursuant to Section 16 within two (2) business days of Buyer's receipt of such Transaction Confirmation. Additionally, Buyer waives any objection to a Transaction Confirmation and shall be deemed to have accepted a Transaction Confirmation if Customer accepts delivery of any quantity of gas specified in the confirmation. ProLiance is the only party that may issue a Transaction Confirmation and any purported Transaction Confirmation not issued by ProLiance shall be of no effect. Buyer is obligated to inform Seller promptly if any gas is delivered without a Transaction Confirmation in place, and shall inform Seller immediately if gas is delivered for two or more days without a Transaction Confirmation in place.

3. Service Provided:

3.1. Delivery Terms. Delivery obligation is firm up to the contracted quantities as stated on an effective Transaction Confirmation under the same terms and conditions as described in Utility's tariffs, which terms and conditions are incorporated herein by reference. ProLiance, under the balancing service described below, will be responsible for all balancing charges, fees, penalties, and cash-outs ("Balancing Fees") charged to the Customer that result from ProLiance's failure to use commercially reasonable efforts to balance Customer's account(s) under the balancing service, up to the indicated monthly contract quantities set forth on the Transaction Confirmation.

3.2. Non-Pooled Service. ProLiance will use commercially reasonable efforts to balance Customer's account(s) within the operational tolerances of the last transporter to Customer's facility(ies). Customer agrees to appoint and hereby appoints ProLiance as its agent for the purpose of balancing, including receipt of consumption data collected by third parties, nominations to the LDC, and confirmations of receipts. Customer may also agree to assist ProLiance in gaining access to timely consumption data to be provided by Customer to ProLiance. In addition to this consumption data, Customer must notify ProLiance if its anticipated, projected or forecast gas requirements for upcoming days or months will change by the balancing tolerance allowed by the LDC. Customer must notify ProLiance of *any* change (up or down) which is outside the applicable balancing tolerance percentage. Customer is reminded that such changes often result from weather conditions, alterations in facilities, operating schedules, and/or equipment, which affect gas usage. If third party consumption data is unavailable, then Customer agrees to send to ProLiance periodic meter readings as requested by ProLiance.

Customer will be responsible for all Balancing Fees charged to Customer that are not ProLiance's responsibility pursuant to Section 3.1. If Customer does not respond in a timely manner to requests for meter readings by ProLiance, or Customer's third party consumption data collections fail, ProLiance will not be held responsible for any Balancing Fees charged to Customer. If ProLiance receives or incurs any Balancing Fees by a third party as a result of Customer not providing a timely response to requested meter readings to ProLiance, or Customer's third party consumption data collections fail, then ProLiance will charge such costs to Customer, and Customer agrees to pay such costs.

3.3. Pooled Service. In cases where ProLiance agrees to allow Customer into ProLiance's LDC assigned pool, ProLiance agrees to supply the applicable pool on a commercially reasonable basis. Customer agrees to place its facility(ies) in ProLiance's pool. Customer agrees the terms and conditions of the Pooling Service shall be governed by the applicable LDC's tariff, and ProLiance is under no obligation to provide gas under terms that might conflict with such tariff

4. Price:

4.1 Monthly Contract Price. Buyer agrees to pay Seller the Price set forth on an effective Transaction Confirmation for all gas nominated and actually delivered at the Delivery Point(s) under such Transaction Confirmation (excludes Excess Gas).

4.2 Excess Gas. Unless otherwise specified on a Transaction Confirmation (**in the Special Provisions section**), Excess Gas shall be priced in accordance with the Excess Price provision shown on the Transaction Confirmation. If no price is specified on an effective Transaction Confirmation, or if no Transaction Confirmation exists, the price for Excess Gas shall be equal to the then prevailing market price of gas for excess takes at the appropriate pool plus applicable transportation costs and a commercially reasonable profit margin assessed by Seller (the "Excess Pool Price"). Buyer understands and agrees that the Excess Pool Price will vary from time to time and that there is no assurance regarding the Excess Pool Price, either express or implied.

4.3 Market Rate Differential. Unless otherwise specified on a Transaction Confirmation (**in the Special Provisions section**), Market Rate Differential shall be priced in accordance with the MRD provision shown on the Transaction Confirmation. If no price is specified on an effective Transaction Confirmation, the price for natural gas sold by Seller and purchased by Buyer with respect to such Transaction Confirmation shall be equal to the difference between the price per Dth shown on an effective Transaction Confirmation and the resale price per Dth determined by Seller

related to the disposition of the gas not purchased by Buyer, multiplied by the quantity of gas in Dths agreed upon in the effective Transaction Confirmation, but not bought by Buyer and adjusted for all reasonable incremental transportation costs to the new Delivery Point(s) ("MRD Pool Price"). Buyer understands and agrees that the MRD Pool Price will vary from time to time and that there is no assurance regarding the MRD Pool price, either express or implied.

4.4 Fixed Price Gas. Buyer may request that Seller fix the price of gas relative to the New York Mercantile Exchange ("NYMEX") Natural Gas Contract Price (the "NYMEX Price") prior to the monthly settlement for any quantity of gas to be delivered during any future month(s) specified on an effective Transaction Confirmation. If Buyer requests that Seller fix the price for less than 100% of the quantity of gas to be delivered, then the NYMEX Price will be applied to the first gas through the meter up to the quantity of gas sold at the NYMEX Price. Seller will apply the other price specified in the respective Transaction Confirmation to any quantities of gas sold under the Transaction Confirmation in excess of the quantity to be sold at the NYMEX Price up to the contracted quantity.

Buyer's request to fix the price of gas shall be in the form of a Trigger Price Request form ("Trigger Form") designating the applicable month/year, volume and price. The Trigger Form is to be executed by an authorized representative of Buyer and is to be submitted to Seller through Seller's Customer One Website Portal or by facsimile. Seller will use commercially reasonable efforts to fill Buyer's request to fix the price of gas. All unfilled requests shall expire sixty (60) days after submission of the Trigger Form. Notwithstanding the aforementioned, Seller retains the right, in its sole discretion, to not fill Buyer's request to fix the price of gas.

5. Title and Measurement. Title to natural gas sold under this Agreement and risk of loss will pass to Buyer at the Delivery Point(s). Notwithstanding the foregoing, in the event that Buyer has its own transportation capacity and such capacity is used to transport the gas to the Delivery Point(s), title will pass at the first point in the supply path where Buyer's capacity is used ("Receipt Point"), which will be specified in Exhibit A. Buyer's transporting pipeline or Utility will determine all gas measurements. Although either party may contest the determination, both parties agree that the pipeline's or Utility's ultimate determination will be final and binding.

6. Contract Performance. This Agreement shall be effective from the date it is signed by both parties; however, the sale and purchase obligations of this Agreement will not commence until the Utility qualifies Buyer for the appropriate rate schedule, permitting implementation of this Agreement. Seller's obligation to Buyer is no greater than the service obligation of the Utility, and Seller will be excused from performing its obligations to the same extent Utility is, or would be, excused from the performance of like obligations under the Utility's effective tariff. In addition, Seller will be excused from its obligations under this Agreement for failure(s) due to computer, communication and transportation systems controlled by third parties, which is caused directly or indirectly, by the inability of such systems to correctly recognize and process the correct data.

Should any transporter (interstate pipeline, intrastate pipeline, distribution company or other entity whose performance is required to effectuate deliveries of gas to Buyer) upstream of the Buyer's facility(s) issue or declare an Operational Flow Order, including but not limited to orders or notices of curtailments and/or constraints, Critical Gas Day, Force Majeure, or any restriction or similar event, Seller will use commercially reasonable efforts to advise Buyer of any Operational Flow Orders, including curtailments and/or constraints, of which it becomes aware. Seller will use commercially reasonable efforts to deliver Buyer's estimated quantity or a portion thereof at Market Price prevailing during the duration of the Operational Flow Order plus a commercially reasonable margin. Seller will only be liable for any charges and penalties charged to the Buyer or Seller by the transporter as a result of Seller's willful default or willful neglect in failing to act in a commercially reasonable manner to supply the Buyer's estimated quantity or portion thereof, to the extent Seller is obligated to supply any quantity. Normal service will be restored after the event is cancelled by the transporter, and Seller receives notice of the cancellation.

7. Billing and Payment. Seller shall render billing(s) to Buyer by United States mail, facsimile, overnight delivery, electronic means, or other commercially reasonable method, stating the quantity of gas delivered in the preceding month and the dollar amount due Seller pursuant to this Agreement. Buyer agrees to make payment, by check or electronic funds transfer, to Seller no later than the fifteenth (15th) calendar day following each month or the tenth calendar day following receipt of Seller's billing(s), whichever is later (the "Due Date"). If the Due Date falls on a weekend or holiday, payment is due on the previous business day. In the event Buyer fails to pay when due any amount due Seller, Seller, in its sole discretion, shall bill on Buyer's next invoice and Buyer shall pay any one of the following: (i) the interest accrued on the unpaid balance at the then prime rate of Citibank of New York, plus three percent (3%), compounded monthly, or (ii) the maximum lawful interest rate, or (iii) a late fee of twenty-five dollars (\$25.00). Buyer shall pay all costs associated with the collection of amounts due Seller, including reasonable attorney's fees. In the event an invoice(s) or portion thereof is disputed, payment of the undisputed portion of the invoice will be paid when due, with notice of the objection given to Seller. Notice of a billing dispute must be in writing and state the basis for the dispute. Upon resolution of the dispute, any required payment shall be made within three (3) business days. All requests from Buyer to adjust, audit, or correct any billing or payment must be made in writing and within twelve (12) months of the issue date of the statement or payment.

8. Taxes. Without limitation, Buyer agrees to pay any and all applicable taxes imposed upon the sale of gas including, but not limited to, any and all sales, use, public utility, utility receipts tax or other taxes of any kind, now in existence or which may be imposed in the future on the gas delivered or sold to Buyer. Buyer and Seller recognize continuing changes and revisions to the tax laws of the State of Illinois regarding the sale and purchase of natural gas. Buyer acknowledges its responsibility to pay any and all such taxes imposed, and agrees to indemnify and hold harmless Seller for the collection and remittance of such taxes, including penalties and interest, whether assessed now or in the future. If Buyer is tax exempt, Buyer agrees to provide tax exempt certification to Seller. The tax exempt certification must be completed by Buyer and clearly state that Buyer is entitled to an exemption on all or a percentage of Buyer's natural gas usage. If the tax exempt certification is not received by Seller prior to the commencement of this Agreement, Seller shall invoice and Buyer shall be responsible for all taxes levied against or imposed on the sale of gas.

9. Credit. Buyer agrees to provide Seller credit information, including billing and payment history with Utility. Buyer represents that all information supplied to Seller is correct and that Buyer is validly existing, financially able to continue in business, unaware of any situation that would alter its financial abilities and has not filed, planned to file or have filed any bankruptcy proceeding. Seller may terminate this Agreement if Buyer does not meet Seller's credit standards at any time or request adequate assurance of performance if reasonable grounds for insecurity of payment arise. Adequate assurance shall mean sufficient security in the form and for the term reasonably specified by Seller, which includes, but is not limited to, a standby irrevocable letter of credit, cash deposit, prepayment for gas, a security interest in an asset acceptable to Seller or a performance bond or guaranty by a creditworthy entity.

10. Bankruptcy. In the event Buyer shall (i) make an assignment or any general arrangement for the benefit of creditors; (ii) default in any payment obligation to Seller; (iii) otherwise become insolvent (however evidenced); or (iv) be unable to pay its debts as they fall due; then Seller shall have the right, in addition to any and all other remedies available hereunder, to immediately suspend all gas deliveries and/or terminate the Agreement (including the

Transaction Confirmations) without prior notice and the date on which Seller takes that action shall be an Early Termination Date pursuant to Section 13. In the event Buyer shall file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of debtors or have such petition filed or proceeding commenced against it, (i) the Agreement (and the Transaction Confirmations) shall terminate immediately, and (ii) Seller shall have no further obligation to Buyer under this Agreement or any Transaction Confirmation. Buyer acknowledges that ProLiance is not a utility for purposes of 11 U.S.C. Section 366.

11. Waiver of Automatic Stay. Buyer and ProLiance acknowledge that the transactions undertaken pursuant to Transaction Confirmations are undertaken pursuant to forward contracts as defined in Section 101(25) of the Bankruptcy Code. In consideration of ProLiance entering into this Agreement and acknowledging that the promises set forth in this Paragraph are a material inducement causing ProLiance to enter into this Agreement, Buyer hereby acknowledges and agrees that in the event that Buyer shall file, or have filed against Buyer, a petition for relief under the Bankruptcy Code or under any other similar federal or state law, and there is an assertion that this Agreement and the Transaction Confirmations are not forward contracts, Customer unconditionally and irrevocably consents to relief from the automatic stay of 11 U.S.C. Section 362, or of any similar provision of the Bankruptcy Code or any similar federal or state law, if and to the extent any such stay may apply, to permit ProLiance to exercise its rights and remedies under this Agreement, including but not limited to the right of ProLiance to terminate this Agreement. In such event, Customer hereby agrees that it shall not, in any manner, oppose or otherwise delay any motion filed by ProLiance for relief from the automatic stay.

12. Force Majeure. All obligations of the parties to this Agreement, except for the obligation to make payments when due, shall be suspended while and only for so long as compliance is prevented by a cause beyond the reasonable control of the party claiming Force Majeure. If Buyer claims Force Majeure Buyer will provide notice as soon as reasonably possible by electronic means, fax or telephone, followed by written notice within twenty-four (24) hours, with reasonably full particulars to the other party describing the event of Force Majeure. ProLiance will give notice of any Force Majeure event in a timely fashion consistent with its commercially reasonable abilities in connection with the scope and circumstances of the existing Force Majeure event. The term "Force Majeure" shall include, but not be limited to, (i) acts of God, war, civil disturbance, riot, fires, strikes, floods, storms or storm warnings, such as hurricanes which result in evacuation of the affected area, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of firm transportation and/or storage by transporters, including interruptions caused by sabotage, acts of terrorism or war; and (iv) governmental actions such as compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Refusal of either party to accede to demands of laborers or labor unions, which the party, in its sole discretion, considers unreasonable, shall not deny that party the benefits of this provision. Nevertheless, in the event that a claim of Force Majeure is made by Buyer on the grounds of labor unrest, Buyer is not excused from the obligation to purchase gas. Seller will however use commercially reasonable efforts to reschedule delivery of gas. Notice of Force Majeure must be sent without regard to standard business hours to each of the representatives for Buyer or Seller designated in Exhibit B to this Agreement.

Buyer shall not be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any of the following circumstances: (i) Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract price, (ii) the loss of Buyer's market(s), or (iii) Buyer's inability to use gas purchased hereunder.

13. Early Termination. In the Event of Default under this Agreement by either party, the Non-Defaulting Party shall have the right to terminate this Agreement and all Transaction Confirmations by giving notice of the default to the Defaulting Party and the Non-Defaulting Party's intent to terminate. The date upon which notice of the default is sent shall constitute the "Early Termination Date". As of the date of any Early Termination the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts or for which payment has not yet been made by the party that owes such payment under this Agreement and (ii) the Market Value of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

14. Limitation of Remedies, Liability and Damages. Unless expressly herein provided, there is no warranty of merchantability or fitness for a particular purpose, and any and all implied warranties are disclaimed. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages shall be the sole and exclusive remedy, the obligor's liability shall be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided herein or in a Transaction Confirmation, the obligor's damages shall be limited to direct actual damages only, such direct actual damages shall be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived. Neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the parties that the limitations herein imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are difficult or

impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the loss or harm.

15. Assignment. Buyer may not assign this Agreement or its rights or obligations under this Agreement without Seller's prior written consent. This Agreement will be binding upon the parties' respective successors and assigns.

16. Notices. Any notice, statement, billing or invoice made or given under this Agreement must be in writing (which includes electronic equivalents), or if made or given orally, must be confirmed as soon as reasonably possible in writing by the party giving such notice, and will be considered as duly delivered, unless otherwise provided herein, when received by the other party by (1) facsimile, (2) U.S. Mail, postage prepaid, by registered, certified, or first class mail, or (3) prepaid overnight delivery to the applicable address designated in Exhibit B to this Agreement. The correspondence information will be contained in Exhibit B and may be changed from time to time by written notice to the other party.

17. Choice of Law and Forum. The parties agree that the law of the State of Indiana is the sole and exclusive law that governs any and all claims, suits or disputes related in any way to this Agreement including any tort and statutory claims including claims and issues involving the validity, construction, interpretation and effect of this Agreement and any and all other claims or actions at law or in equity which may arise between Buyer and Seller, without regard to principles of conflicts of law. The sole and exclusive venue for any disputes, claims or causes of action, legal or equitable, shall be the state or federal courts located in Indianapolis, Indiana.

18. Phone Lines. If the utility requires phone lines and related equipment, Buyer shall be responsible for installing and maintaining such phone lines and related equipment as necessary.

19. Confidentiality. Buyer shall not disclose, directly or indirectly and without the prior written consent of ProLiance, the terms of this Agreement or any transaction to a third party except to the extent disclosure is necessary for its implementation or otherwise required by law.

20. Entire Agreement. This Agreement (in conjunction with any effective Transaction Confirmations) constitutes the entire agreement between the parties. No promises, either express or implied, exist between Buyer and Seller unless contained herein. No reliance has been placed by either party on any statement or representation by the other party other than as explicitly set forth in this Agreement. This Agreement supersedes all negotiations, representations, warranties, commitments, offers, or contracts (of any kind or nature, whether oral or written) made prior to or contemporaneous with the execution hereof. This Agreement may be amended only by a writing executed by both parties.

21. Customer One Website Portal. Customer may designate one or more persons to access ProLiance's Customer One website portal and conduct certain transactions on Customer's behalf (each a "Representative"). For each Representative designated by Customer, Customer shall: (a) provide true, accurate, current, and complete information about Representative as requested by ProLiance ("Representative Information"); and (b) maintain and update the Representative Information to keep it true, accurate, current and complete. If any Representative Information provided by or on behalf of Customer is untrue, inaccurate, not current, or incomplete, ProLiance has the right to terminate the Representative's access to ProLiance's Customer One website portal and, at ProLiance's discretion, to refuse to provide Customer's other Representatives with access to ProLiance's Customer One website portal. ProLiance may suspend any Representative's access to ProLiance's Customer One website portal without notice in the event the Representative does not use ProLiance's Customer One website portal for an extended period of time.

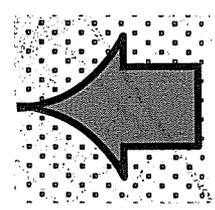
Upon registration, each Representative designated by Customer will be assigned a unique username and password. Access to ProLiance's Customer One website portal is accomplished through the use of the Representative's username and password. Customer shall cause its Representatives to keep such usernames and passwords strictly confidential. Customer shall be liable for any transactions conducted under the username and passwords assigned to its Representatives. Customer shall notify ProLiance promptly of any unauthorized use of any username and password of its Representatives, of any Representative's username and password should be disabled for any reason.

22. Authority. Each party has the full power and authority to enter into and perform this Agreement, and the persons signing this Agreement on behalf of Buyer and Seller have been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it and agrees to be bound by the same. ProLiance is authorized to rely on any written, verbal, electronic, facsimile, or telecopy requests or instructions of Buyer which it reasonably believes in its good faith and fair judgment to emanate from a properly authorized representative of Buyer, whether or not that is in fact the case.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals as of the date first set forth above.

Seller: **ProLiance Energy, LLC**
By: _____
Printed Name: _____
Title: _____
Date: _____

Buyer: *Karen McConaughay*
By: *Karen McConaughay*
Printed Name: **Karen McConaughay**
Title: **Chairman**
Date: **2-15-12**



ProLiance
ENERGY

ENERGY SERVICE AGREEMENT - "CUSTOMER FACILITY LIST"

ProLiance Energy, LLC ("Seller") agrees to sell and Buyer agrees to purchase Buyer's natural gas requirements as set forth in Exhibit A and/or energy management services for all facilities listed below.

The "Customer Facility List" amends and is attached to Buyer's existing Energy Service Agreement # _____, dated _____.

ProLiance Energy
METERS TO BE ON TRANSPORTATION

Date:	Customer Name: <u>COUNTY OF KANE</u>
Local Distribution Co (LDC): <u>NICOR</u>	Customer Address: <u>719 S BATAVIA AVE</u>
Account Manager: <u>GARY YOUNG</u>	Customer Contact Name:
Phone Number: <u>317-231-6800</u>	Customer Phone Number:
Fax Number: <u>317-231-6900</u>	Customer Fax Number:

CUSTOMER NAME	ACCOUNT NUMBER	TRANSPORT ID NUMBER	SERVICE ADDRESS CITY, STATE, & ZIP CODE	MDCQ METER #	CURRENT LDC RATE	NEW LDC RATE	NEED PHONE LINE INSTALLED?
<u>KANE COUNTY</u>	<u>989389000</u>		<u>55 RT 381 E PECK ST-CHARLES IL</u>	<u>1170 R</u>	<u>74</u>	<u>74</u>	<u>NO</u>
	<u>1821449926</u>		<u>2 W 101 PECK RD ST-CHARLES IL</u>	<u>891</u>	<u>74</u>	<u>74</u>	<u>NO</u>
	<u>4898911000</u>		<u>540 S RANDALL RD ST-CHARLES IL</u>	<u>346 D</u>	<u>74</u>	<u>74</u>	<u>NO</u>
	<u>9641221000</u>		<u>719 S BATAVIA AVE GENEVA IL</u>	<u>566</u>	<u>74</u>	<u>74</u>	<u>NO</u>
	<u>7248001000</u>		<u>719 S BATAVIA AVE GENEVA IL</u>	<u>161 D</u>	<u>74</u>	<u>74</u>	<u>NO</u>
	<u>1665121000</u>		<u>115 S 4TH ST GENEVA IL</u>	<u>434 R</u>	<u>74</u>	<u>74</u>	<u>NO</u>
	<u>0175121000</u>		<u>210 S SIXTH ST GENEVA IL</u>	<u>317 R</u>	<u>74</u>	<u>74</u>	<u>NO</u>
	<u>6359101000</u>		<u>37 W 655 RT 38 ST-CHARLES IL</u>	<u>489 R</u>	<u>74</u>	<u>74</u>	<u>NO</u>

By signing below, each individual additionally warrants that he or she is authorized to sign this Agreement on behalf of the facilities listed above, for which it was executed. Where duplicate originals are not available, facsimile or photocopy of the original shall serve as evidence of a legally binding agreement.

Seller: ProLiance Energy, LLC

By: _____

Printed Name: _____

Dated: _____

Buyer: Karen McConnaughay

By: Karen McConnaughay

Printed Name: Karen McConnaughay

Dated: 2-15-12

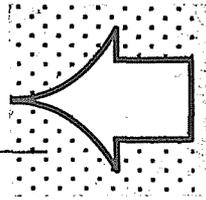


EXHIBIT C

“**Bankruptcy Code**” means Title 11 of the United States Code, as may be amended from time to time.

“**Contract Price**” means the price identified on the respective Transaction Confirmation, or if no price is specified therein, the price otherwise established by the Agreement.

“**Contract Value**” means the amount of gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, as valued at the Delivery Point.

“**Commercially Reasonable**” means that the efforts expended or the manner in which any obligation, task or duty is undertaken where same is specified in this Agreement shall generally be:

- (1) in the usual manner on any recognized market;
- (2) at the price current in any recognized market at the time of the disposition;
- (3) otherwise in conformity with reasonable commercial practices among dealers in the type of property that is the subject of the disposition;
- (4) is generally in conformance with the business and accounting practices of market participants engaged in the sale or resale of natural gas;
- (5) are efficient, economically viable and in accordance with applicable laws or regulations.

“**Defaulting Party**” means the party whose act or omission has triggered an Event of Default.

“**Delivery Point(s)**” means the delivery point(s) identified on the respective Transaction Confirmation.

“**Dth**” means dekatherm, a unit of measure equal to one million Btus.

“**Event of Default**” means the occurrence of any of the following events:

- (1) any representation or warranty made by or on behalf of one party to the other party under this Agreement shall be false in any material respect as of the date on which made;
- (2) Buyer’s failure to make payment or any fee or other amount owed to Seller in connection with this Agreement;
- (3) the breach by a party of any of such party’s covenants contained in this Agreement (together with the Transaction Confirmations) which breach remains uncured for a period of ten (10) days after written notice to the breaching party (provided, however, that with respect to a breach of a party’s obligations to provide or buy gas, payment of the remedy is required within such ten (10) day period shall be deemed to cure such breach);
- (4) Buyer shall (i) have an order for relief entered with respect to it under the Bankruptcy Code, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (v) institute any proceeding seeking an order for relief under the Bankruptcy Code or seeking to adjudicate it bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, or (vi) suspend operations as presently conducted or discontinue doing business as an ongoing concern;
- (5) Customers’ rating falls below Baa3 on the Moody’s rating scale or BBB on the S&P rating scale. In such an event, Seller may request assurance of payment consistent with Section 9 of this Agreement.
- (6) Without the application, approval or consent of Buyer, a receiver, trustee, examiner, liquidator or similar official shall be appointed for Buyer, or any substantial part of its property, or a proceeding described in item (d) above shall be instituted against Buyer and such appointment continues un-discharged or such proceeding continues un-dismissed or un-stayed for a period of thirty (30) consecutive days;
- (7) Buyer shall fail within thirty (30) days to pay, bond or otherwise discharge any judgment or order for the payment of money which is not stayed on appeal.

“**Excess Gas**” means the gas delivered to Buyer in excess of the quantity set forth in the Total Volume column on the respective Transaction Confirmation.

“**Excluded Transaction**” means any transaction or portion of a transaction: (i) that is not in the current delivery period stated in any active Transaction Confirmation; (ii) where title to the gas has passed to Buyer and Buyer has made full payment for that gas; (iii) that cannot be liquidated in a commercially reasonable fashion because of market conditions, market limitations or any other economic or commercial condition which would prevent, frustrate or impair an orderly liquidation as is determined in the sole discretion of the Non-Defaulting Party; or (iv) to the extent the parties agree that any quantity of gas in the current delivery period stated in any active Transaction Confirmation should be excluded.

“**Market Value**” means the amount of gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point(s) determined by the Non-Defaulting Party in a commercially reasonable manner.

“**Non-Defaulting Party**” means the party other than the Defaulting Party.

“**Terminated Transaction**” means any transaction or portion of any transaction which is not an “Excluded Transaction” which is terminated because of an “Event of Default”.

“**Transaction Confirmation**” means a transaction confirmation in the form specified on Exhibit A.

AGENCY AGREEMENT

I hereby authorize ProLiance Energy, LLC to act as exclusive Agent beginning _____ for natural gas supplies. In addition, ProLiance Energy, LLC is authorized to receive Customer account information, make all rate and tariff selections including execution of contracts and make payments as required by Customer's utility to provide natural gas service effective immediately. A photocopy of this Agency Agreement shall be as valid as the original Agency Agreement and shall be deemed a true, correct, complete and accurate copy of the executed original.

Company _____

Karen McConnaughay

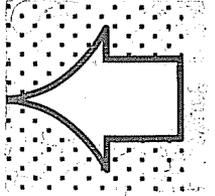
Signed By: _____

Karen McConnaughay

Printed Name _____

2-15-12

Date Signed: _____



EVERETT