

ELECTRIC SERVICE AGREEMENT – EXHIBIT A

NOTICE & CONTACT INFORMATION			
Illinois Power Marketing Company d/b/a HOMEFIELD ENERGY ("Supplier")		UNION COUNTY	
Notices:	Attn. Customer Care	All Notices & Invoices (Please do not use P. O. Boxes for the Notices Address)	
	1500 Eastport Plaza Drive	Attention:	ROLLIE HAWK
	Collinsville, Illinois 62234	Street:	309 W MARKET ST
Customer Care Telephone:	888-451-3911, Option 3	City, ST & Zip:	JONESBORO, IL 62952
Customer Care E-Mail:	HFEcustomer@Dynergy.com	Phone:	618-833-5621
DUNS #:	15-791-2432	Fax:	618-833-5496
Federal Tax ID #:	37-1395583	DUNS #:	
Delivery Service Provider:	800-232-2477	Federal Tax ID #:	

THIS EXECUTABLE OFFER BECOMES BINDING UPON EXECUTION SUBJECT TO CUSTOMER EXECUTING THE AGREEMENT PRIOR TO MIDNIGHT ON WEDNESDAY, JUNE 29, 2016!

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 SUPPLIER.

TABLE 1: PRICING AND TERM INFORMATION

Customer Initial to Elect	Power Price (¢/ kWh)	Initial Term Begins	Initial Term Ends
RC	5.317	August 2016	August 2017
	5.637	August 2016	August 2018
	5.795	August 2016	August 2019

TABLE 2: ACCOUNT INFORMATION for Union County AS OF 6/29/2016

Delivery Service Provider (DSP)	DSP Account #	Bill Group	Service Location
LITE	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
LITE	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
IDR	1198022005	5	309 W MARKET ST JONESBORO, IL 62952
LITE	0562007119	5	309 W MARKET ST JONESBORO, IL 62952

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 Supplier.

After reviewing the Terms and Conditions of Electric Service, please sign below and initial all pages of this agreement to enroll your electric service with Supplier. 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 Supplier.

Union County

**ELECTRIC SERVICE AGREEMENT
TERMS AND CONDITIONS**

(SIGN HERE)

Signature:

Richard Cunningham

Date:

6/29/2016

Print Name:

RICHARD CUNNINGHAM

Print Title:

COUNTY BOARD CHAIRMAN

Print E-Mail:

Upon execution and acceptance by Supplier, this Agreement is binding.
Please return a signed copy to HFContracts@Dynergy.com OR to fax 888-354-9837.
Retain a copy for your records. Supplier will forward all necessary documents to the DSP.

ELECTRIC SERVICE AGREEMENT TERMS AND CONDITIONS

This Electric Service Agreement Terms & Conditions and associated Exhibit A (collectively, the "Agreement"), by and between Supplier and Customer applies to, and represents the entirety of, Supplier's and Customer's understandings and agreements regarding Customer's full requirements for electricity to the Account(s) set forth in Table 2 ("Retail Power"). Supplier 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 Delivery Service Provider ("DSP") and as designated at the time of execution of this Agreement. Customer must complete and sign Exhibit A, initial all other pages, and return all pages of this Agreement to Supplier. Supplier reserves the right to not initiate service under this Agreement if, at Supplier's sole discretion, it is determined Customer is ineligible for this offer.

Power Price: Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Exhibit A includes charges for energy, capacity, applicable Regional Transmission Operator and ancillary services, 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 DSP, on 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 on the regularly scheduled meter reading date for the month noted under Initial Term Ends in Table 1, unless Customer and Supplier mutually agree to extend the Term of this Agreement in writing or enter into a Renewal Term as described below (the "Renewal Term"). Regularly scheduled meter reading dates are defined by the DSP Bill Group. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL CONTINUE ANNUALLY, TO BE KNOWN AS THE "RENEWAL TERM", UNLESS TERMINATED BY EITHER PARTY IN ACCORDANCE WITH THE CHANGES IN TERMS & CONDITIONS AND FINANCIAL RESPONSIBILITY SECTIONS BELOW.

Change in Terms & Conditions: If Supplier intends to change any of the terms or conditions of this Agreement for a Renewal Term, including but not limited to Power Price, then Supplier will provide Customer written notification of those changes no less than 45 days prior to the conclusion of the Term or Renewal Term, as the case may be. Such change(s) shall be deemed accepted by Customer unless, within 10 days after the issuance Supplier's notice, Customer objects in writing with notice of its intent to terminate service under this Agreement. If such timely objection is received by Supplier, the Account(s) will be returned to DSP service rates effective on the conclusion of the Term or Renewal Term, as the case may be.

Billing and Payment: Customer will receive a single bill from the DSP that contains Supplier charges set forth in this Agreement and DSP charges. Customer will make payments to the DSP according to the DSP's billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the DSP's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the DSP's business practices.

If, due to DSP rules, any Account(s) become ineligible for a single bill from the DSP, at any time during contract, then Supplier will issue an invoice for all

ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, Customer will make payments to Supplier within twenty-one (21) 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 specified above that 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 paragraph remain the same and are in effect.

Financial Responsibility: If requested, Customer shall provide a payment history record from the DSP to determine Customer's creditworthiness. If Customer's credit becomes unsatisfactory including, but not limited to, a consistent pattern of late payments, as determined by Supplier in a commercially reasonable manner, during the Term or a Renewal Term of this Agreement, Supplier 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.

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, SUPPLIER WILL NOT BE LIABLE FOR ANY INJURY, LOSS, CLAIM, EXPENSE, LIABILITY OR DAMAGE RESULTING FROM FAILURE BY DSP OR TRANSMISSION PROVIDER. SUPPLIER 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 Supplier, Supplier 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 Supplier. The Agreement is a forward contract under applicable bankruptcy laws.

Customer Service: For questions about this Agreement, electric supply charges, or a change in Customer name, please contact our Customer Care Department by calling toll-free or by e-mail at the information found in Exhibit A. Our hours of operation are weekdays 7:30 am – 4:30 PM (CST).

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE, OR WIRES AND EQUIPEMENT SERVICE NEEDS, CONTACT YOUR DELIVERY SERVICE PROVIDER AT THE PHONE NUMBER LISTED IN EXHIBIT A.