

Attachment A-1



Customer Identifier
 Utility/EDC
 No. of Service Location(s)

Union County (IL)
 Ameren Rate Zone I (CIPS) - IL
 8

Offer Information

Offer Generation Date: 6/26/2017
 Offer Expiration Time: 6/27/2017 5:00 PM CPT
 Billing Method: Single Bill - Utility/EDC Consolidated Billing
 Days to Pay: Per Utility/EDC Tariff
 Product Name: Fixed Price All Inclusive
 Earliest Anticipated Start Date**: 8/1/2017
 Term: 12 Months
**Reference pg. 2 for Service Location-specific Anticipated Start Date(s)

Pricing Details

Energy Price

0.04524

 \$/kWh

Pricing Notes

Energy/Rate/Slides	Component Details
✓ Energy	Included in Energy Price.
✓ Capacity	Included in Energy Price.
✓ Transmission	Included in Energy Price.
✓ Energy Losses	Included in Energy Price.
✓ Ancillaries	Included in Energy Price.
✓ RPS	Included in Energy Price.

Offercode: 900124647B1025444

Additional Terms

Applicable only to the Service Location(s) served under this Attachment A-1.

The General Terms and Conditions and Exhibit A most-recently executed between the parties on or prior to the date hereof are hereby incorporated herein by reference and become a part of, and govern, this Attachment A-1. The pricing on this Attachment A-1 does not include any EDC or otherwise non-bypassable charge or any applicable (and not expressly included) tax.

Union County (IL)

Bobby Toler Jr.
 Customer Signature

Bobby Toler Jr.
 Name (Print)

Union County Board Chairman
 Title

June 28, 2017
 Date

AEP Energy, Inc.

 Signature

Scott D. Slisher

 Name

Chief Solutions Officer

 Title

 Date



Customer Identifier: Union County (IL)
 Officecode: 900124647B1025444

No.	Account Number	Service Location Address	Bill Cycle No.	Anticipated Start Date	Anticipated End Date	Peak Demand (kW)	Estimated Customer Usage Table (kWh)												Total
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1	0562007119	309 W Market St	5	8/3/2017	8/3/2018	0.68	261	221	228	193	176	167	177	193	212	236	250	274	2,588
2	1198022005	309 W Market St	5	8/3/2017	8/3/2018	94.89	42,551	39,785	44,276	43,792	45,894	56,292	62,501	64,120	55,973	50,178	44,409	40,746	590,515
3	1662007116	301 W Mississippi St	5	8/3/2017	8/3/2018	10.29	2,065	1,484	1,663	1,785	2,138	3,599	3,969	3,901	3,189	2,221	1,631	2,398	30,043
4	3562007312	303 W Market St	5	8/3/2017	8/3/2018	0.63	242	205	212	179	164	156	164	180	197	219	232	254	2,403
5	6450010731	204 Mississippi St	5	8/3/2017	8/3/2018	4.44	1,297	1,127	1,198	1,199	1,238	1,520	1,517	1,542	1,393	1,283	1,211	1,274	15,801
6	7962003010	385 Kaolin Rd	3	8/1/2017	8/1/2018	6.66	3,207	2,237	1,615	340	308	1,133	1,425	1,259	1,064	790	838	2,631	16,845
7	9462007015	Civil Defence	5	8/3/2017	8/3/2018	0.21	79	67	69	58	54	51	54	59	64	72	76	83	785
8	1698003043	305 W Mississippi St	5	8/3/2017	8/3/2018	6.73	2,551	2,048	2,318	2,206	2,314	2,549	2,465	2,436	2,005	1,798	1,817	2,372	26,879
Total						124.43	52,251	47,175	51,579	49,752	52,286	65,466	72,271	73,690	64,098	56,796	50,464	50,032	685,859



Master Energy Purchase Agreement – Electric Commodity Sales (SCOM GTC v.10.07.15)

This Master Energy Purchase Agreement – Electric Commodity Sales (this "Agreement"), which includes the below General Terms and Conditions (the "General Terms and Conditions"), any Exhibit A, and all attachments and exhibits hereto, including any Attachment A-1 (the "Attachments"), is dated and effective as of 6/8/2017 between AEP Energy, Inc. ("AEP Energy") and Union County (IL) ("Customer") (each referred to individually as a "Party" and collectively as the "Parties").

General Terms and Conditions

I. PURCHASE AND SALE OF RETAIL ENERGY

During the relevant Term (as defined in any exhibit hereto), AEP Energy shall sell to Customer all of the retail electric energy requirements of Customer's service location(s) (each, a "Service Location") (the "Retail Energy"). The Retail Energy shall be provided to the distribution system's interconnection point (each, a "Delivery Point") of the relevant electric distribution company ("EDC"), and the relevant EDC is responsible for delivery of the Retail Energy to Customer's meter at and from that point. Customer designates AEP Energy as an authorized recipient of Customer's account, billing, and usage information. Customer consents to the disclosure by each EDC to AEP Energy of certain basic information about Customer, including: account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number. Customer is solely responsible for payment of all charges of the EDC related to the delivery of the Retail Energy.

II. BILLING AND PAYMENT

A. General Billing and Payment Terms: AEP Energy shall provide monthly invoices based on the relevant EDC's meter read cycle depending on billing method specified in the relevant Attachment A-1, either a single bill through utility/EDC consolidated billing (UCB) or supplier consolidated billing (SCB) or a separate bill from each of AEP Energy and the relevant EDC (Dual Bill). AEP Energy may estimate bills in cases where actual billing determinants are unavailable, and estimated bills shall be adjusted as soon as reasonably practicable. Customer shall pay all amounts owing within terms specified in Attachment A-1. Late payments shall incur interest charges at a rate of interest equal to a per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less. In any instance where any payment, which may include any late payment interest charge, if applicable, to AEP Energy is declined by the issuing institution, Customer shall be assessed a charge of \$45 or the maximum allowed under applicable law (whichever is less) per declined payment. Customer shall be liable for all costs incurred by AEP Energy, including attorneys' fees, for collections on accounts greater than thirty (30) calendar days past due. AEP Energy reserves the right to convert Customer from UCB or SCB to Dual Bill or vice versa (from Dual Bill to UCB or SCB).

B. Disputes and Adjustments of Invoices: Customer may, in good faith, dispute in writing the correctness of any invoice. In the event that an invoice or portion thereof is disputed, payment of the undisputed portion of the invoice shall be made within normal terms, with notice of the dispute given to AEP Energy in writing and stating the amount and basis for the dispute. Upon resolution of the dispute, any required payment shall be made within five (5) business days of such resolution along with interest accrued at the per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less. Customer must provide AEP Energy with written notice of any disputed charge(s) within ninety (90) calendar days of the date of the invoice or it will be deemed to have waived its rights to dispute such charges.

III. RENEWAL OF AGREEMENT; EARLY TERMINATION

Not less than thirty (30) calendar days prior to the then-current expiration date of the then-current relevant Term, AEP Energy may, in its sole discretion, provide written notice ("Renewal Notice") to Customer of AEP Energy's intent to extend the relevant Term ("Renewal Term"). Any Renewal Notice shall contain AEP Energy's proposed changes, amendments, deletions, or additions to the terms and conditions of this Agreement, including with regard to fees, charges, and the Renewal Term ("Renewal Amendments"). Customer shall have five (5) business days to reject in writing the Renewal Notice. Customer's failure to reject any Renewal Notice in writing within five (5) business days shall result in all Renewal Amendments, including the Renewal Term, being deemed to have been irrevocably and unconditionally agreed to by Customer. AEP Energy shall have the right to withdraw the Renewal Notice, and rescind any proposal with regard to any Renewal Amendments, without obligation, prior to acceptance by Customer. In the event that Customer provides written notice of rejection of the Renewal Amendments in accordance with the foregoing, then this Agreement shall not be amended by the Renewal Amendments and this Agreement shall expire on upon the expiration of the Term.

If following termination or expiration of this Agreement for any reason, whether in whole or in part, any of Customer's accounts remain designated by any EDC as being supplied with Retail Energy by AEP Energy, AEP Energy may, in its sole discretion, either (a) continue to supply Retail Energy to such account(s) on a month-to-month holdover basis (each, a "Holdover Term") or (b) move such account(s) to the then-applicable tariff service, whether default service or otherwise, or to another authorized provider of electricity required to serve as the "provider of last resort" (any of the foregoing, an "Alternative Provider"), and in either case AEP Energy shall have the right to pursue all additional remedies available at law or in equity. The price payable during any Holdover Term shall be a variable rate for Retail Energy as determined by AEP Energy, in its sole discretion, which may be calculated in response to, and may vary based on, certain factors, including any and all applicable bypassable charges for capacity, transmission, line losses, ancillary services, renewable portfolio standards (RPS), taxes, and other costs to serve and wholesale and retail market pricing and other conditions, profit, and other pricing factors. This Agreement shall continue to govern the sale of Retail Energy during any Holdover Term. During a Holdover Term, AEP Energy may at any time move any account(s) to an Alternative Provider without penalty or prejudice. Customer shall cooperate with AEP Energy in its efforts to cease supplying Retail Energy to Customer after termination or expiration of this Agreement, whether in whole or in part.

In the event of termination as provided in this Agreement, all further obligations of the Parties under this Agreement shall terminate without further liability of the Parties, except that the payment by the owing Party of any sums due and owing to the other Party for services rendered prior to the termination date, whether or not then invoiced, the Settlement Amount (in the event of termination under the "Events of Default" section of this Agreement), any indemnification or confidentiality obligation, releases from liability, and limitations on liability or damages of either Party which have arisen hereunder, and any other obligation hereunder which by its nature survives, shall survive without limitation the termination or expiration of this Agreement and shall apply whether in contract, equity, tort, or otherwise. In the event that the EDC's retail electric energy supply choice program is terminated or materially changed in any manner prior to the end of the Term, AEP Energy may terminate this Agreement, without penalty to either Party.

IV. CREDIT

All Retail Energy offers are subject to credit approval and shall not become a final offer until the creditworthiness of Customer has been approved by AEP Energy. Customer represents that there is no bankruptcy, insolvency, reorganization, receivership, or other similar proceeding pending or being contemplated by it or, to its knowledge, threatened against it. Customer agrees to provide commercially reasonable credit information upon request. Should the creditworthiness or financial responsibility of Customer become unsatisfactory to AEP Energy at any time during the Term, as determined by AEP Energy in its commercially reasonable discretion, AEP Energy may request additional credit information, including financial statements in accordance with the previous sentence, and in addition thereto, require satisfactory security, including a parental guaranty, escrow account, deposit, prepayment, or letter of credit, be provided by Customer. Upon receipt of such request from AEP Energy, Customer shall have five (5) business days to provide the requested information and/or security to AEP Energy. For the avoidance of doubt, AEP Energy shall in no circumstances be required to provide security or any other form of adequate assurance to Customer.

V. SERVICE LOCATION CLOSURE

Customer shall provide AEP Energy at least thirty (30) calendar days' prior written notice prior to terminating service at any Service Location, including as a result of ceasing operations at such Service Location, closing any Service Location, or the sale of any Service Location to an unrelated third party. Customer shall be responsible for payment of damages incurred by AEP Energy, if any, relating to or arising from any such removal. Such damages shall be calculated in the same manner as the Settlement Amount as if Customer is the Defaulting Party. In the event that Customer does not pay AEP Energy for related damages owed in accordance with this section, AEP Energy reserves the right to adjust, in its commercially reasonable discretion, the pricing for any remaining Service Location(s) based on the remaining estimated usage. The Parties' obligations under this Agreement will continue in full force and effect for any remaining Service Locations on the relevant Attachment A-1.

VI. CONFIDENTIALITY

Both Parties agree that the terms and conditions of this Agreement shall remain confidential, except for any required disclosure to any regulatory body, governmental entity, or agency having jurisdiction, or disclosure to accountants, attorneys, or other professionals acting on behalf of the disclosing Party or broker representing Customer.

VII. NOTICES

Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto from AEP Energy to Customer shall be in writing and shall be delivered to any of the address or email address specified below, the address of any Service Location, or the address to which bills are sent to Customer. Any change to Customer's business address, mailing address, ownership, business name, email address, telephone number, or contact person shall be communicated to AEP Energy as soon as practicable.

	AEP Energy Contact Information:	Billing Information:	Contract Notice Information: <input checked="" type="checkbox"/> Same as Billing Information
Address 1:	225 West Wacker Drive, Suite 700	309 West Market, Room 115	
Address 2:	Chicago, Illinois 60606	Janesboro, IL 62952	
Attn:	Contract Administration	CIO Rollie Hawk	
Telephone:	866-258-3782	618-833-8248	
Email:	contracts@AEPenergy.com	rhawk@unioncountyl.gov	
How would you like to receive your invoices (if billed by AEP Energy)? (Please choose at least one):			<input checked="" type="checkbox"/> Email (Recommended) <input checked="" type="checkbox"/> Paper Bill

Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto from Customer to AEP Energy shall be in writing and shall be delivered to the address specified for AEP Energy above.

VIII. EVENTS OF DEFAULT

A. Definition: An "Event of Default" shall mean, with respect to the applicable Party to whom the following applies (the "Defaulting Party"), the occurrence of any of the following: (a) the failure of such Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand of payment; (b) any representation or warranty made by such Party herein being false or misleading in any material respect when made or ceases to remain true during any Term; (c) the failure of such Party to perform any material covenant or obligation set forth in this Agreement and such failure is not remedied within five (5) business days after written notice; (d) Customer (i) 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, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), or (iv) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any substantial portion of its property or assets, regardless of whether such appointment is made in connection with a bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to provide requested information and/or security or otherwise satisfy the creditworthiness requirements under the "Credit" section of this Agreement; (f) Customer 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 Customer under this Agreement; or (g) Customer's failure to cooperate with AEP Energy as reasonably required in order for AEP Energy to perform its obligations under this Agreement.

B. Suspension and Early Termination: If an Event of Default occurs, the Party that is not the Defaulting Party (the "Non-Defaulting Party") may, at its option and in its sole discretion, take any one or more of the following actions: (1) suspend its performance under this Agreement; or (2) terminate this Agreement by sending written notice to the Defaulting Party providing the termination date for this Agreement (the "Early Termination Notice"). In the event of such suspension or an early termination, Customer shall pay to AEP Energy all amounts owed under this Agreement, including amounts owed for delivered performance, whether or not then invoiced. In the event of such an early termination, the Defaulting Party shall pay to the Non-Defaulting Party as liquidated damages a termination payment amount (the "Settlement Amount") as follows:

- For purposes of calculating any Settlement Amount under this section, Customer's "Historical Annual Usage" is equal to the number of megawatt hours (MWhs) used by Customer at all terminated Service Locations in the preceding twelve (12) months.
- If Customer's Historical Annual Usage is less than or equal to 50 MWhs, the Settlement Amount shall be equal to the number of months remaining in the term of this Agreement multiplied by ten dollars (\$10). For example, if this Agreement is terminated two (2) months early, 2 months x \$10 per month = \$20 Settlement Amount.
- If Customer's Historical Annual Usage is greater than 50 MWhs but less than or equal to 250 MWhs, the Settlement Amount shall be equal to the number of months remaining in the term of this Agreement multiplied by fifty dollars (\$50). For example, if this Agreement is terminated two (2) months early, 2 months x \$50 per month = \$100 Settlement Amount.
- If Customer's Historical Annual Usage is greater than 250 MWhs but less than or equal to 500 MWhs, the Settlement Amount shall be equal to the number of months remaining in the term of this Agreement multiplied by one hundred-fifty dollars (\$150). For example, if this Agreement is terminated two (2) months early, 2 months x \$150 per month = \$300 Settlement Amount.
- If Customer's Historical Annual Usage is greater than 500 MWhs, the Settlement Amount shall be equal to (a) if Customer is the Defaulting Party, the greater of (1) Retail Margin, plus Supply Termination Costs, plus Enforcement Costs or (2) zero or (b) if AEP Energy is the Defaulting Party, the greater of (1) Market Value less Contract Value, plus Enforcement Costs or (2) zero.

As used herein, the following terms shall have the following meanings:

"Contract Value" means the amount that would have been owed by Customer under this Agreement for the Remaining Performance had this Agreement not been terminated early.

"Enforcement Costs" means any attorneys' fees, expenses, and costs incurred by the Non-Defaulting Party in connection with enforcing its rights under this Agreement.

"Market Value" means the actual amount a bona fide third party retail customer would pay for the Remaining Performance at retail market prices as of the termination date.

"Remaining Performance" means the amount of AEP Energy's expected remaining performance (in kWhs) under this Agreement for the remainder of the relevant Term had it not been terminated early.

"Retail Margin" means the amount of AEP Energy's forecasted retail margin under this Agreement, allocable to the Remaining Performance.

"Supply Termination Costs" means any loss or cost that AEP Energy would incur in reallocating, terminating, or liquidating any portion of any energy supply or component (e.g., capacity or transmission) contracts, hedges, or related trading positions or arrangements held by or for AEP Energy allocable to the Remaining Performance, whether or not such action is taken.

AEP Energy shall calculate the Settlement Amount in its commercially reasonable discretion, including where applicable AEP Energy's estimates of market prices and forward market prices. Such Settlement Amount calculation shall be made available to Customer upon written request. The Settlement Amount shall be paid by the Defaulting Party to the Non-Defaulting Party within five (5) business days after receiving notice of the Settlement Amount due and owing to the Non-Defaulting Party. The Parties acknowledge and agree that the Settlement Amount constitutes a reasonable approximation of harm or loss, is a fair and reasonable method of estimating damages that a Party will suffer or incur in such a case in the light of the anticipated or actual harm caused by the termination or suspension, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy, and is not a penalty or punitive in any respect but is reasonable compensation for a Party's damages. The rights and remedies of AEP Energy under this Agreement and at law are cumulative, and no single or partial exercise shall be deemed to be a waiver of or prejudice any other right or remedy of AEP Energy.

IX. FORCE MAJEURE

"Force Majeure" shall mean an event or circumstance that prevents the claiming party (the "Claiming Party") from performing its obligations and is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of commercially reasonable efforts, the Claiming Party is unable to overcome or avoid or cause to be avoided by the exercise of reasonable diligence, such as, but not limited to, acts of God; fire; flood; terrorism; breach by the EDC; electric grid interruption and/or curtailment; earthquake; war; riot; or requirements, actions, or failure to act on the part of governmental authorities. Except with regard to a Party's obligation to make payment(s) then due or becoming due with respect to performance prior to the Force Majeure event hereunder, to the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such 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 for the duration of the Force Majeure event. Neither Party shall be entitled to the benefit of this provision to the extent the Party claiming suspension fails to remedy the Force Majeure condition by taking all commercially reasonable acts, short of litigation, or fails to resume performance of its obligations with all reasonable dispatch following resolution of the Force Majeure condition. The non-Claiming Party shall not be required to perform its obligations to the Claiming Party for the period of the Force Majeure. If the Force Majeure continues for a period in excess of thirty (30) calendar days (an "Extended Force Majeure Event"), the non-Claiming Party may terminate this Agreement by providing the other Party written notice of the early termination, without the termination for an Extended Force Majeure Event constituting an Event of Default. Customer acknowledges that AEP Energy (a) is not a producer of electric energy and does not produce any of the Retail Energy it is agreeing to sell to Customer pursuant to the terms of this Agreement; (b) directly or indirectly procures the Retail Energy it is agreeing to sell under the terms of this Agreement from third-party producers or resellers; and (c) (although it may take title to the Retail Energy provided hereunder) does not own or operate transmission or distribution systems through which the Retail Energy is delivered to Customer, and the Parties therefore agree that AEP Energy shall not be liable for any damages associated with any failure in the delivery of the Retail Energy in connection with the failure of such transmission or distribution systems.

X. FORWARD CONTRACT

The Parties agree that (a) this Agreement constitutes a "forward contract" within the meaning of Section 101(25) of Title 11 of the United States Code (the "Bankruptcy Code"), and for all purposes under the Bankruptcy Code; (b) AEP Energy constitutes a "forward contract merchant" within the meaning of Section 101(26) of the Bankruptcy Code and for all purposes under the Bankruptcy Code; and (c) AEP Energy is acting as a "forward contract merchant" in connection with this Agreement. In addition, the Parties agree that all payments made by Customer to AEP Energy hereunder shall constitute "settlement payments" within the meaning of Section 101(51A) of the Bankruptcy Code and for purposes of all forward contract provisions in the Bankruptcy Code.

XI. GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

As to all matters of construction and interpretation, this Agreement, with respect to any Service Location, shall be interpreted, governed by, and construed in accordance with the laws of the state where such Service Location is located, without regard to its choice of law provisions. Any action arising out of this Agreement shall be filed in any state or federal court within the state where the Service Location is located, in the plaintiff Party's sole discretion, and all Parties hereto irrevocably submit to the jurisdiction of said courts for purpose of any such actions. The Parties further consent to venue in said courts and specifically waive any objection to venue, including forum non conveniens. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY JURY OF ANY SIZE IS IRREVOCABLY WAIVED.

XII. RELATIONSHIP OF PARTIES

AEP Energy is an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership, or other joint undertaking or imposes a trust or partnership duty, obligation, or liability on either Party, or creates any relationship between the Parties other than that of independent contractors for the sale and purchase of Retail Energy. AEP Energy is not acting as Customer's consultant or advisor, and Customer shall not rely on AEP Energy in evaluating the advantages or disadvantages of any specific product or service, predictions about savings, future energy prices, or any other matter. AEP Energy's pricing is determined in response to, and may vary based on, certain factors, including any and all applicable bypassable charges for capacity, transmission, line losses, ancillary services, renewable portfolio standards (RPS), taxes, and other costs to serve and wholesale and retail market pricing and other conditions, profit, and other pricing factors. Customer's decision to enter into this Agreement and any other decisions or actions it may take are, and will be, based solely upon its own analysis (or that of its advisors) and not on information or statements from AEP Energy. Customer should be advised that the EDC's standard offer rates generally change from time to time. AEP Energy therefore does not provide any guarantee of savings in comparison to the EDC's standard offer rates during the Term or any Renewal Term. If Customer received any price comparison(s) in connection with its entry into this Agreement, by entering into this Agreement with AEP Energy, Customer understands and agrees that AEP Energy has informed Customer, prior to entering into this Agreement, that no guarantee of savings during the Term, Holdover Term, or any Renewal Term is being provided.

XIII. CHANGES IN LAW OR REGULATION

In the event that any new, or any change in any existing, statute, rule, regulation, order, or other law, or procedure, tariff, rate class, or other process or charge, promulgated by any governmental authority or EDC, Independent System Operator, Regional Transmission Organization, or other regulated service provider, alters to the detriment of AEP Energy its costs to perform or its economic returns under this Agreement (a "Negative Change in Regulation"), AEP Energy may revise the pricing under this Agreement to eliminate the impact of such Negative Change in Regulation.

XIV. SEVERABILITY

The various provisions of this Agreement are severable. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the lawful obligations that arise under this Agreement.

XV. INDEMNITY

AEP Energy shall defend, indemnify, and hold harmless Customer against all claims and liabilities resulting from AEP Energy's negligence or breach of this Agreement and arising from the period prior to the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of Customer's negligence or breach of this Agreement. Customer shall assume full responsibility for any damages or losses relating to the period at and after the delivery of the Retail Energy to the relevant Delivery Point and shall defend, indemnify, and hold harmless AEP Energy against all claims and liabilities arising from the period at and after the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of AEP Energy's negligence or breach of this Agreement.

XVI. ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that either Party may (a) assign its rights and obligations under this Agreement to an affiliate without consent of the other Party, subject to the affiliate's ability to comply with the "Credit" section of this Agreement and such affiliate agrees to be bound by the terms and conditions hereof, (b) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of such Party, subject to the assignee's ability to comply with the "Credit" section of this Agreement; or (c) assign this Agreement for financing purposes; provided, however, that in each such case, other than an assignment for financing purposes, 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 enforceability assurances as the non-transferring Party may reasonably request. Creditworthiness under this section is to be reasonably determined by the non-transferring Party. Upon any such assignment, transfer, and assumption, unless otherwise agreed between the Parties, the assigning party or transferor, as applicable, shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

XVII. WARRANTY, DISCLAIMER, AND LIMITATION OF LIABILITY

AEP Energy warrants title to all Retail Energy delivered hereunder and sells such Retail Energy to Customer free from liens and adverse claims. THIS IS AEP ENERGY'S ONLY WARRANTY CONCERNING THE RETAIL ENERGY 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. AEP ENERGY DOES NOT GUARANTEE APPLICABILITY TO ANY VOLUNTARY OR GOVERNMENT-MANDATED RENEWABLE ENERGY PROGRAM, AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF INAPPLICABILITY TO THE SAME. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IN ADDITION, AEP ENERGY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL OF THE AEP ENERGY CHARGES CONTAINED IN THE FIRST TWO INVOICES REFLECTING THE ENERGY COST SPECIFIC TO CUSTOMER'S METER READS AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY

WAIVED. NOTWITHSTANDING WHETHER THE RETAIL ENERGY SOLD HEREUNDER MEETS THE DEFINITION OF A "GOOD" UNDER THE APPLICABLE UNIFORM COMMERCIAL CODE OF THE GOVERNING LAW, THE PARTIES AGREE THAT ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO THE TERMS OF THIS TRANSACTION AS IF THE RETAIL ENERGY SOLD HEREUNDER WERE A "GOOD."

XVIII. ENTIRE AGREEMENT; AMENDMENT; MISCELLANEOUS

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof. There are no promises, covenants, or understandings other than those expressly set forth herein. This Agreement may only be amended by a written instrument executed by both Parties. Any General Terms and Conditions, Exhibit A, or other Attachments executed pursuant to this Agreement by the Parties after the date hereof shall become a part of this Agreement, or replace in its entirety any previously-executed similar version, as expressly provided in the subsequent General Terms and Conditions, Exhibit A, or other Attachment, as of its effective date. In the event of a conflict between the terms of the General Terms and Conditions and any Attachment, the terms of any Attachment shall govern. This Agreement is effective only upon Customer's execution and AEP Energy's subsequent execution or performance of this Agreement. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation."

XIX. COUNTERPARTS

This Agreement may be executed and evidenced (including by signature transmitted by email or other electronic means) in one or more counterparts and each executed counterpart shall be considered an original, all of which together shall constitute one and the same agreement. In accordance with the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 et seq., the Parties hereby agree that they may execute this Agreement using electronic means including the use of electronic signatures by the Parties, which the Parties agree shall have the full force and legal effect as if the electronic signatures were traditional hand-written signatures.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized representative, including by applying his or her electronic signature, effective as of the date first written above.

AEP Energy, Inc.

Customer: Union County (IL)

Signature: _____
Name: Scott D. Slisher
Title: Chief Solutions Officer
Date: _____

Signature: Bobby Toher Jr.
Name: Bobby Toher Jr.
Title: UNION COUNTY BOARD CHAIRMAN
Date: JUNE 28, 2017



Exhibit A to Master Energy Purchase Agreement – Electric Commodity Sales

(Ex. A (FPAI) v.11.17.16)

The following details of this Exhibit A (this "Exhibit A") to the Master Energy Purchase Agreement – Electric Commodity Sales (the "Master Agreement") shall, upon execution, become part of and be governed by the terms of the Master Agreement (the Master Agreement, together with this Exhibit A and any Attachment(s) hereto, to be hereinafter referred to collectively as the "Agreement") and be dated and effective as of 6/8/2017. Capitalized terms not otherwise defined in this Exhibit A shall have the meaning ascribed to such terms in the Master Agreement.

Nature of Purchase and Sale Obligation: AEP Energy shall sell to Customer, and Customer shall purchase from AEP Energy, Customer's full usage requirements of Retail Energy at Customer's facilities based upon the retail electric energy requirements of the Service Location(s) listed on the relevant Attachment A-1.

Retail Energy Pricing: Customer's total monthly invoice may be itemized by the various costs associated with the functions specific to Retail Energy supply and delivery in the EDC service territory listed in the relevant Attachment A-1. The itemized costs shall be determined by the executed Attachment(s) hereto and as described in the Definitions of Terms below. The below Energy Price does not include any EDC or otherwise non-bypassable charges for services under the applicable electric rate tariff or any applicable (and not expressly included) taxes.

Term: AEP Energy shall use reasonable efforts to begin supplying Retail Energy to Customer (the "Commencement Date") under the relevant Attachment A-1 (a) upon the meter read date that is estimated to be on or around the Anticipated Start Date specified in the relevant Attachment A-1, and (b) after AEP Energy receives confirmation that the EDC has completed its processing and has accepted the delivery service request; provided, however, that in no event shall the Commencement Date be fewer than three (3) calendar days following the Offer Expiration Time set forth in the relevant Attachment. AEP Energy shall not be liable for any lost savings or lost opportunity as a result of a delay in the Commencement Date. This Exhibit A shall remain in effect from the date hereof and the relevant Term shall continue concurrently with any Attachment A-1 then in effect, unless sooner terminated under the Agreement.

Definitions of Terms:

Energy Losses: Energy losses are costs associated with the delivery of the Retail Energy as prescribed in the applicable transmission and distribution tariffs and are incurred based on the difference between EDC metered volumes and settlement volumes provided by the Regional Transmission Organization (RTO).

Capacity: The capacity peak load contribution (PLC) is determined and provided by the EDC for each of Customer's EDC account number(s). Capacity obligations are administered by the applicable RTO and determined for Customer using its PLC and applicable rates. Capacity charges may be changed based on adjustments by the applicable RTO and/or EDC to applicable rates or the Customer's PLC.

Transmission: Unless the EDC is responsible for transmission service, AEP Energy shall act as Customer's agent for securing and managing Customer's transmission service during the term of the Agreement. The network service peak load (NSPL) contribution is determined and provided by the EDC for each of Customer's EDC account number(s). The Network Integration Transmission Service (NITS) or transmission obligations are administered by the applicable RTO and determined for Customer using its NSPL and applicable rates. Transmission charges may be changed based on adjustments by the applicable RTO and/or EDC to applicable rates or the Customer's PLC or monthly coincident peak (kW) or similar transmission level determinant, as applicable.

Ancillary Services: Ancillary services costs include all other applicable RTO and Open Access Transmission Tariff (OATT) charges not otherwise included in this Exhibit A.

RPS: Renewable Portfolio Standards (RPS) are a regulation that requires the increased production of energy from renewable energy sources. RPS requirements shall be based upon renewable compliance charges, including costs associated with meeting renewable portfolio standards and all other environmental and renewal program compliance standards at the levels required under applicable law by the EDC or by state or federal regulatory agencies. To the extent the below Energy Price or Default Energy Price, as applicable, does not include all applicable RPS requirements, the RPS will be based on AEP Energy's incurred costs and billed as a separate line item.

Energy Price: The Energy Price shall be determined by AEP Energy using Customer's actual and estimated historical and forecasted load data, which is considered representative of the Service Location(s)' anticipated Retail Energy requirements for the term. The Energy Price is set forth in the Attachment A-1 and applies to all Retail Energy covered under the relevant Attachment A-1, including any unmetered lighting volumes.

Metering Changes: If after execution of the Attachment A-1, meters capable of measuring hourly (i.e., interval meters) electric usage are installed, AEP Energy may, in its sole discretion and using commercially reasonable assumptions, revise the Energy Price set forth on Attachment A-1 in order to reflect the financial impact occasioned by the new metering.

State Disclosure(s): The following provisions apply only to Service Locations located in the relevant state(s). AEP Energy's Illinois license was granted in Order No. 09-0147, Pennsylvania license number is A-2009-2132755, and New Jersey license number is ESL-0160. The District of Columbia Public Service Commission's telephone number is (202) 626-5100 and website address is www.dcpsc.org and Office of the People's Counsel's telephone number is (202) 727-3071 and website address is www.opc-dc.gov. The Maryland Public Service Commission's toll-free telephone number is (800) 492-0474 and website address is www.psc.state.md.us/intranet/home.cfm. The New Jersey Board of Public Utilities Division of Consumer Relations' toll-free telephone number is 1-800-624-0241. Applicable to Service Locations in Ohio: Customer has the right to request from AEP Energy twice within a twelve (12) month period up to twenty-four (24) months of Customer's payment history without charge; Customer may be charged switching fees by the EDC.

N WITNESS WHEREOF, each of the Parties has caused this Exhibit A to be executed by a duly authorized representative, including by applying his or her electronic signature, effective as of the date first written above.

AEP Energy, Inc.

Signature: _____

Name: Scott D. Slisher

Title: Chief Solutions Officer

Customer: Union County (IL)

Signature: Bobby Toler Jr.

Name: Bobby Toler Jr.

Title: Union County Board Chairman