DYNEGY
ENERGY SERVICES

ELECTRIC SERVICE AGREEMENT

EXHIBIT A – Fixed, Indexed or Combined Pricing
Issued: FEBRUARY 17, 2015

This offer is presented to Village of Grayslake ("Customer") by Dynegy Energy Services, LLC ("Supplier") and represents a price for Customer's full requirement retail power ("Retail Power") needs at the service location(s) listed on the attached Account Information Sheet (each service location referred to an "Account" herein). Upon acceptance, this offer will become Exhibit A of Supplier's Electric Service Agreement Terms and Conditions ("Agreement"), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Delivery Service Provider ("DSP") noted in Table 1 which will allow Supplier to provide Retail Power to each Account.

THIS EXECUTABLE OFFER EXPIRES AT MIDNIGHT ON FEBRUARY 17, 2015!

TABLE 1				
Delivery Term Begins:	**May 2015**			
Delivery Term Ends:	***Customer Initial in one box below to elect Term and associated Price:***			
	May 2016	MJC	**May 2017**	
Percent Product Quantity (%)	100%		100%	
Percent Energy Price	3.787¢/kWh		3.819¢/kWh	
Index Energy Price Adder	N/A		N/A	
Distribution Losses	0.253¢/kWh		0.255¢/kWh	
Transmission Charge	0.618¢/kWh		0.636¢/kWh	
Ancillary Services	Included in Transmission Charge		Included in Transmission Charge	
Capacity Charge	1.831¢/kWh		1.417¢/kWh	
Mandatory Renewable Charge (RPS)	0.156¢/kWh		0.166¢/kWh	

Voluntary Renewable Charge (REC)	***Customer initial to elect additional renewable energy: _____ If blank, N/A.***	
Additional Voluntary Charge	N/A	N/A
Voluntary Renewable Quantity (%)	N/A	N/A

Delivery Service Provider:	ComEd ("DSP" or "Utility")
Regional Transmission Organization:	PJM ("RTO")
Agent/Broker/Consultant *(If blank, N/A)*:	NIMEC (NMEC)

Percentage Energy and Index Energy: The Percent Energy Price in Table 1 shall apply to the Percent Product Quantity elected at the time of execution ("Percentage Energy"). Such Percentage Energy represents a percentage of Customer's full requirements energy in any and all hours of operation. Index Energy, if any, is the quantity of metered usage during any hour of delivery that exceeds the Percentage Energy ("Index Energy") and is calculated by applying the sum of the Percentage Energy to the total kWh in any hour, and subtracting that amount from Customer's total hourly-metered energy quantity. The hourly price for Index Energy (the "Index Energy Price") will equal the sum of the RTO Day Ahead Locational Marginal Price for the Utility zone ("DA LMP") and the Index Energy Price Adder indicated in Table 1. If during the Term of this Agreement the DA LMP ceases to exist then its replacement index shall be used for the remaining Term of the Agreement. On an hourly basis all Percentage Energy kWh deliveries will be metered before any Index Energy kWh deliveries.

The Percentage Energy Price and the Index Energy Price include charges for energy, scheduling and load forecasting associated with the delivery of Percentage Energy and Index Energy. The Percentage Energy Price and Index Energy Price do not include distribution energy losses, transmission, or capacity nor do they apply to any charges assessed by DSP, all of which are the responsibility of Customer, including, but not limited to the following: charges for services under DSP's applicable delivery service tariffs and riders, facilities charges, taxes (either billed by DSP or customer self-assessed) and other DSP charges, including but not limited to fuel, environmental, or decommissioning charges, as may be applicable from time to time.

Distribution Losses: Charges for distribution energy losses will appear as a separate line item on Customer's monthly invoice and will be based upon the Percent Product Quantity elected on the Issue Date of this Exhibit A.

If a quantity of 100% is elected, the cents/kilowatt-hour charge noted in Table 1 will apply to all metered kWh throughout the Term.

If a quantity other than 100% is elected, the charge will equal the product of the DA LMP (defined above) and the distribution energy loss factor as determined by DSP. The resulting cents/kilowatt-hour charge will be applied to all metered kWh, regardless of how the energy is priced, throughout the Term.

Transmission: Customer acknowledges that Supplier will incur RTO transmission charges on Customer's behalf to deliver Retail Power to the Delivery Point. Charges for transmission are based upon the RTO's Open Access Transmission Tariff ("OATT") and business practices for the DSP zone. Charges will appear as a separate line item on Customer's monthly invoice and shall be billed as follows.

If the Transmission Charge in Table 1 is a fixed number, then the cents/kilowatt-hour charge noted in Table 1 will apply to all metered kWh throughout the Term. If the RTO business practices and policies or other applicable transmission tariffs or business practices and policies are amended or otherwise implemented during the Term of this Agreement, notwithstanding the terms and conditions of Section 7 of the Agreement, Supplier will change the Transmission Charge accordingly. Supplier shall be permitted to retroactively charge Customer the amended Transmission Charge.

If the Transmission Charge in Table 1 is noted as Pass-Through, then the monthly charge will be dependent upon 1) the current rate charged by RTO at time Retail Power is delivered, 2) Customer's peak demand (or peak load) as determined by RTO, and 3) depending upon the RTO, the number of days in the billing period or the number of months per year. Supplier will be invoiced directly by the RTO for service and Customer agrees to pay to Supplier the Transmission Charge.

Ancillary Services*:* Customer acknowledges that Supplier (as the RTO Market Participant) will incur market related charges regarding ancillary services as set forth in the applicable RTO OATT and for other RTO costs not otherwise included in any of the defined cost components in this Agreement ("Ancillary Services"). The cents/kilowatt-hour charge noted in Table 1 will appear as a separate line item on Customer's monthly invoice. If the applicable RTO business practices and policies or other applicable transmission tariffs or business practices and policies are amended or otherwise implemented during the Term of this Agreement, notwithstanding the terms and conditions of Section 7 of the Agreement, Supplier will change the Ancillary Services Charge accordingly. Supplier shall be permitted to retroactively charge Customer the amended Ancillary Services Charge.

Capacity Charge: Supplier will secure capacity relative to the supply of all Retail Power during the Term of this Agreement in accordance with the RTO business practices, policies, rules, regulations, or tariffs. Charges for capacity will appear as a separate line item on Customer's monthly invoice and shall be billed as follows.

If the Capacity Charge in Table 1 is a fixed number, then the cents/kilowatt-hour charge noted in Table 1 will apply to all metered kWh throughout the Term.

If the Capacity Charge in Table 1 is noted as Pass-Through, then the monthly charge will be dependent upon 1) Customer's then current capacity obligation, or Capacity Peak Load Contribution ("PLC") as determined by DSP including any applicable Utility zoning factors, 2) the Final Zonal Capacity Prices (the "Current Capacity Rate") as determined by RTO, and 3) the number of days in the billing period.

Mandatory Renewable Portfolio Charge ("RPS"): The Illinois Public Utilities Act requires that all Illinois Alternative Retail Electric Suppliers ("ARES") have renewable energy sources as a percentage of their supply portfolio. The RPS Charge identified in Table 1 represents Supplier's charge for compliance with such Act. If during the Term of this Agreement any rule, regulation, tariff, ordinance, statute, or law affecting the Supplier's obligation pertaining to renewable energy resources are amended or otherwise implemented by the applicable regulatory agency, and Supplier can verify to Customer that the change has a material effect on Supplier's costs of procuring renewable energy, then notwithstanding the terms and conditions of Section 7 of the Agreement, Supplier will change the RPS Charge and add or reduce such charges incurred on Customer's behalf to comply with the change in effect during the corresponding period, as applicable.

Additional Voluntary Renewable Energy Charge: ***If selected in Table 1,*** Customer's monthly invoice shall include a line item equal to the cents/kilowatt-hour charge noted in Table 1 for all metered kWh throughout the Term. Retail Power shall be associated with the generation of electricity from a renewable energy resource such that the percentage required, when added to Customer's obligation under the RPS of this Agreement, shall equal the Voluntary Renewable Quantity (%) selected in Table 1. The renewable energy resource shall be selected by Supplier from any of the sources listed and provided for in 20 ILCS 687/6-3(f), as may be amended from time to time. In relation thereto, Supplier shall retire a sufficient number of Renewable Energy Certificates that will correspond to the Total Renewable Energy Commitment, as a portion of the Retail Power delivered in a given billing cycle. "Renewable Energy Certificate" or "REC" means a

certificate, credit, allowance, green tag, or other transferable indicia howsoever entitled, created by a program or certification authority recognized by the RTO or the applicable agency of the State in which the Account is located, indicating generation of a particular quantity of energy, or product associated with the generation of a specified quantity of energy from a renewable energy source. A REC may include some or all additional environmental attributes associated with the generation of electricity, and those environmental attributes may, but need not be, verified or certified by the same or different verification authorities or certification authorities recognized by the RTO or applicable state agency that originally recognized the REC. The Parties agree and understand a REC is separate from the Retail Power being delivered but, nonetheless, constitutes value associated with the provision of Retail Power. At the request of Customer, Supplier will provide related information pertaining to the REC, including the identity of the renewable energy resource, the date of creation and retirement of the REC, and the identity of the renewable energy facility. The delivery of additional voluntary renewable energy shall begin in the first billing cycle that follows the execution of this Agreement.

Percent Product Quantity: ***If a quantity other than 100% is elected in Table 1,*** then upon Customer's request, Supplier will provide Customer with a written price quote for Customer's uncommitted/remaining load. Such requests shall be made in 25% increments of Customer's annual load profile, up to the full uncommitted portion of Customer's annual load, not to exceed 100%. If Customer wishes to accept a quote, then Supplier will issue a Confirmation Letter setting forth the price, duration and the portion of Customer's hourly load (excluding the initial volume or load set forth in the Agreement) to which the Confirmation Letter will be applicable. Customer may elect to accept any such Confirmation Letter prior to midnight on the day it is issued by signing and returning said written confirmation. Upon written acceptance by Customer and Supplier, the Confirmation Letter will then be incorporated as part of this Agreement. In the event Customer fails to confirm 100 percent of load elections prior to the first delivery of retail power under this Agreement, any uncommitted load shall be priced as Index Energy, as described above. Customer's resultant Percentage Energy Price for the Term shall then be calculated as the weighted average of all Percentage Energy Prices confirmed prior to delivery and billed as first through the meter. Then subsequent intra-term elections shall be billed as second through the meter. SUPPLIER DOES NOT GUARANTEE THE RESULTANT WEIGHTED AVERAGE PERCENTAGE ENERGY PRICE WILL BE EQUAL TO OR LESS THAN THE ENERGY PRICE FOR 100% OF THE LOAD THAT SUPPLIER MAY HAVE OFFERED TO THE CUSTOMER AT THE TIME OF EXECUTION OF THIS AGREEMENT. CUSTOMER AGREES AND ACKNOWLEDGES THE VOLATILITY IN THE RETAIL POWER MARKET AND ACCEPTS THE RISK OF THE HIGHER RESULTANT WEIGHTED AVERAGE POWER PRICE.

Conditional Contingency: This offer is contingent on acceptance by the DSP of Supplier's DASR(s) for all listed accounts.

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

DYNEGY ENERGY SERVICES, LLC ("Supplier")	**VILLAGE OF GRAYSLAKE ("Customer")**
Alan Potts, DES cn=Alan Potts, DES, c=US, o=Dynegy, ou=Dynegy Energy Services, email=alan.potts@dynegy.com 2015.02.18 14:47:42 -06'00'	By: [signature] Name: Michael J. Ellis Title: Village Manager Date: 2-18-15 Signatory certifies authorization from Customer has been granted to enter in to this Agreement.

CUSTOMER BILLING OPTIONS and CONTACT INFORMATION **FEIN or DUNS#:** _____

- ☐ Check here if Customer is a local government entity, as defined by 50 ILCS 505 / Local Government Prompt Payment Act.
- ☐ Check here to receive combined billing of Supplier and DSP charges, subject to Section 11.
- ☐ Check here to receive one master invoice that includes detailed usage by Account. If blank, individual invoices for each Account will be issued.
- ☐ Check here if you want invoices mailed to the Service Location, Attn: Accounts Payable. Otherwise, please complete Invoice information below.

Invoices		**Notices (if different from Invoices)**
Attn:	**Bill Heinz**	Attn:
Street:	**10 S. Seymour**	Street:
City, ST ZIP:	**Grayslake, IL 60030**	City, ST ZIP:
E-mail:	**wheinz@villageofGrayslake.com**	E-mail:
Phone:	**847-223-8515**	Phone:

Upon signature and completion above, please return all pages of this Agreement by E-mail to your Sales Representative and RetailContractAdmin-Confirms@dynegy.com.

ELECTRIC SERVICE AGREEMENT

ACCOUNT INFORMATION SHEET FOR

VILLAGE OF GRAYSLAKE
AS OF FEBRUARY 17, 2015

Utility/DSP: ComEd
Account Number(s)
0516082027 8382126005

ELECTRIC SERVICE AGREEMENT
GENERAL TERMS AND CONDITIONS

This Electric Service Agreement ("Agreement") is between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by Customer. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. ELECTRIC ENERGY SERVICES

Supplier shall supply and deliver to Customer and Customer shall exclusively purchase and receive from Supplier all Retail Power, as defined in Exhibit A, pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Delivery Services Provider's ("DSP") distribution system ("Delivery Point"). The DSP will be responsible for delivery of Retail Power to Customer's meter from the Delivery Point. The delivery of Retail Power over the DSP's distribution system is subject to the terms and conditions of the DSP's tariff relating to delivery and metering. Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations associated with Customer's delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the DSP whether billed to Supplier or Customer, and agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. Customer represents and warrants it is eligible to receive electric energy services from Supplier and that it has given all required notices to the supplier currently serving Customer, if applicable. Customer authorizes Supplier to receive current and historical energy billing and usage data from DSP and such authorization shall remain in effect during the entire Term if this Agreement unless Customer provides notice to Supplier that rescinds such authorization. Supplier reserves the right to cancel this Agreement in the event that Customer rescinds such authorization.

2. TERM OF AGREEMENT

Retail Power delivery will begin for each Account with the first available meter reading date of the month noted under Delivery Term Begins in Table 1 or as soon as possible thereafter, and ends with the regularly scheduled meter reading date for the month noted under Delivery Term Ends in Table 1, unless the Parties mutually agree to extend the term of this Agreement in writing ("Term"). Regularly scheduled meter reading dates are defined by the DSP Bill Group. If it is not possible to begin deliveries on the regularly scheduled meter reading date due to the DSP switching rules, Customer may request that Supplier perform an off-cycle switch, in which case Customer will receive an off-cycle switching charge from the DSP.

3. TAXES

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

4. CONFIDENTIALITY

Customer and Customer's agents and Supplier and/or Supplier's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, Supplier and/or Supplier's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At Supplier's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

5. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

Supplier warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims, to the Delivery Point. **THIS IS SUPPLIER'S ONLY WARRANTY CONCERNING THE RETAIL POWER SERVICES PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. DSP WILL PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE SUPPLER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM FAILURE BY DSP OR RTO. SUPPLIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.**

6. FORCE MAJEURE

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to, acts of God; fire; flood; earthquake; war; riots; strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

7. CHANGES IN LAW OR REGULATION

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

8. ASSIGNMENT/CUSTOMER NAME CHANGE

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, 1) Supplier may assign its rights and obligations under this Agreement to an affiliate without consent of the Customer, or 2) the assigning party ("Assignor") shall be released from all liability under this Agreement if assignee agrees in writing to be bound by the terms and conditions and assumes the liability of Assignor under this Agreement. If Customer undergoes a change of legal name during the Term, Customer is responsible for notifying the DSP and Supplier of such change in Customer's legal name (such new name, the "New Name") as soon as practicable. Customer further agrees to take any and all steps as may be required by the DSP to continue as Supplier's customer or to re-enroll with Supplier.

9. WAIVER

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

10. CREDIT

Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, Supplier may request adequate financial security from Customer in a form acceptable to Supplier as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Supplier within ten (10) Business Days of a written request by Supplier shall be considered an Event of Default under Section 12. For purposes of this Section, creditworthiness or financial condition shall be determined by Supplier in a commercially reasonable manner, based upon but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements (which, if available, shall be supplied by Customer upon the reasonable request of Supplier). In addition, for certain larger customers with peak load in excess of approximately five mega-watts (5) MW, the determination of creditworthiness or financial condition may include consideration of the market exposure assumed by Supplier relevant to the liquidation value of this Agreement under Section 12.

11. PAYMENTS/INVOICES

Supplier will issue an invoice via mail or e-mail based on actual usage data provided by the DSP as soon as practicable after the end of each Monthly Billing Cycle in which

service was provided. Each invoice will include Supplier charges set forth in this Agreement and payments shall be received by Supplier within sixty (60) Calendar Days following the issue date of each invoice, the "Due Date". Alternatively and upon mutual agreement of the Parties and approval by DSP, Supplier may issue an invoice that includes both Supplier charges set forth in this Agreement and the DSP's delivery service charges, in which case the Due Date shall also be sixty (60) days. All payments shall be made via an electronic method or check, to the account specified on each invoice.

Should the DSP fail to provide the customer's usage information to Supplier within five (5) Business Days after the published meter read date, Supplier reserves the right to provide the Customer with an estimated bill, to be trued up in an invoice that follows receipt of the actual bill. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half percent (1.5%) will be assessed each month on the unpaid balance ("Interest Rate"). If Customer in good faith, disputes the correctness of any invoice rendered under this Agreement then Customer shall 1) provide written explanation of the basis of the dispute to Supplier no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by Supplier, it shall be paid to Supplier within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid. For purposes of this Agreement, Business Day shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and Calendar Day shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays. *If Customer elects a Percent Product Quantity other than 100%*, then all meters associated with the Account(s) must be hourly interval data recording meters. The monthly invoice will be a summary invoice for the aggregated hourly interval load of all meters on the Account(s). In addition to the aggregated summary invoice, individual Account usage detail will be included and an interval file in Comma Separated Values ("CSV") format will likewise be made available. The pricing option will not include charges by Account.

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

12. EVENTS OF DEFAULT

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

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

13. NOTICES

Except for Suspension or Early Termination Notices required under Section 12, all other notices to be provided under this Agreement may be sent by U.S. mail, E-mail, personal delivery, fax, or orally in the case of an emergency (with a written confirmation following any notice due to an emergency). In the case of U.S. mail, notices shall be deemed given five (5) days after deposit in the U.S. Mail; for all other methods, notices shall be deemed given and received when transmitted. However, all Suspension and Early Termination Notices must be given by certified mail return receipt requested or by overnight delivery and shall be effective only upon actual receipt of notice. Notices to Supplier should be sent to Attn: Contract Administration, 1500 Eastport Plaza Drive, Collinsville, IL 62234, fax: (888) 354-9837 or E-mail: RetailContractAdmin-Confirms@DYNEGY.com. Notices to Customer shall be sent to the representative and address identified on the attached Exhibit A.

14. FORWARD CONTRACT

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

15. GOVERNING LAW

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

16. RESOLUTION OF DISPUTES/ARBITRATION

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

17. EXECUTION

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

18. CHANGES IN CONSUMPTION

Customer will provide Supplier advanced notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Supplier's ability to accurately forecast Customer's load and/or notice of any Account closings that may occur or may be expected to occur during the Term. Supplier may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement.

19. CUSTOMER SERVICE

For questions about your invoice or Supplier service, please contact our Business Care Department by calling toll-free to the number listed on the invoice or by e-mail at BusinessCare@Dynegy.com. To report a service outage, please contact your DSP directly.