CONFIDENTIAL

NORDIC ENERGY SERVICES, L.L.C. NATURAL GAS SALES AGREEMENT



This Natural Gas Sales Agreement ("Agreement") is entered into between Nordic Energy Services, L.L.C. ("Nordic") and Customer, as identified below ("Customer") and shall apply to the accounts identified below. Nordic and Customer may be individually referred to as "Party" or collectively referred to as "Parties." The Parties agree to the following:

Initial Term: This contract will begin with the next available billing cycle after the Start Date and continue for two (2) years ("Initial Term") with an automatic renewal thereafter to month-to-month terms. Customer may discontinue service with notice to Nordic at any time without penalty after the first months of the Initial Term. for the first **Price:** The price shall be a fixed rate of \$ months of the Initial Term. Following months, the price shall be a variable rate equal to the cost to Nordic for delivering the gas to your delivery point, plus \$0.15 per therm. Customer acknowledges that pricing applies only to the price of natural gas, and Customer shall still be responsible for other charges from the local distribution company ("LDC") associated with gas delivery, including but not limited to applicable taxes and utility distribution charges. **Fees:** Should Customer discontinue service prior to the end of the month period, an early termination fee equal to the sum of costs incurred by Nordic in liquidating any financial hedging positions and the anticipated margin between such positions or the market and the Price, except that such early termination fees for customers with annual usage of less than 5,000 therms shall be capped at \$50.00. Late payments shall be charged 1.5% interest per month on the outstanding balance, or the maximum lawful rate, whichever is lower.

Quantity: Customer will be charged for the amount of gas actually used, as reported by your LDC, plus any fuel losses.

<u>Rescission/Cancellation</u>: Customers with less than 5,000 therms of annual usage may rescind enrollment within 10 business days from the date the LDC notifies you of the switch in suppliers. Customers with less than 5,000 therms of annual usage may also cancel this contract up to 10 days from receiving the first bill, though payment for services already rendered shall still be due. Customers with more than 5,000 therms of annual usage may rescind enrollment within 3 business days from the date the LDC notifies you of the switch in suppliers.

<u>Default:</u> An Event of Default, as used herein, shall mean: (1) the failure of Customer to make, when due, any payment due hereunder; (2) Customer's failure to perform or comply with any term of this agreement; (3) Customer makes an assignment or any general arrangement for the benefit of creditors; (4) Customer files a petition or otherwise commences, authorizes, or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar laws for the protection of creditors, or has such petition filed against it; or (5) Customer otherwise becomes insolvent or is unable to pay its debts as they come due. Nordic reserves the right, in its sole discretion, to terminate this Agreement at any time, without prior notice, if an Event of Default occurs.

Market Structure: In the event of any changes to any tariffs, rules, ordinances, statutes, laws, regulations, premiums, changes in methods of calculations, or procedures of Customer's Local Distribution Company ("LDC"), including changes to the Choices For You Program, where applicable, or of the pipelines used by Nordic and/or Nordic's supplier(s) to deliver natural gas, that increase Nordic's cost of providing service hereunder, then Nordic may pass through such cost increase to Customer. If Nordic incurs costs above the relevant price index at the Customer's delivery point, Nordic reserves the right to pass through such costs. If Nordic determines, in its sole discretion, that such changes prevent Nordic from effectively or economically performing under this agreement, then Nordic may terminate this agreement upon 30 days' written notice.

<u>Billing and Payment:</u> Should Customer have any questions or concerns regarding their bill Customer may call our Customer Care Center any time 1-877-808-1022. Customers may also reach their utility at 1-888-642-6748 for Nicor, 1-866-556-6001 for People's, or 1-866-556-6004 for North Shore. If you are a Choices For You participant, LDC will send you a single bill covering both LDC's distribution and service charges as well as Nordic's commodity charges. Customer's billing shall include storage activity throughout the year where applicable.

<u>Force Majeure:</u> Nordic shall not be liable for service interruptions or price changes caused by a force majeure event, which may include without limitation catastrophic and extreme weather events, acts of God, acts of governmental authorities, accidents, strikes, or labor disputes.

<u>Miscellaneous:</u> WITH THE EXCEPTION OF ANY WARRANTY EXPRESSLY SET FORTH HEREIN, NORDIC MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This agreement constitutes the entire agreement of the parties for the sale and purchase of natural gas provided for herein and may be changed only by an agreement in writing. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Only Nordic

may assign this agreement. This agreement shall not be construed against either party by reason of its preparation. Any waiver of any terms of this agreement shall not diminish the future enforceability of this agreement. Customer agrees not to disclose any term of this agreement to a third-party (other than Customer's affiliates, officers, directors, employees, lenders, counsel or accountants) except as necessary for Customer to perform its obligations herein or to comply with any applicable law, order, regulation or rule. If any provision of this agreement is held to be invalid, its invalidity shall not affect the validity of any other provision of this agreement. Customer shall be responsible for any and all costs, including but not limited to attorneys' fees and court costs, incurred by Nordic in order to enforce the terms of this agreement.

Agency: Customer agrees that Nordic is hereby authorized to act as the exclusive agent for customer for the delivery of natural gas to the facilities listed above. Nordic is hereby authorized to receive Customer's account information, make all rate and tariff selections, including execution of contracts, and to make payments as required by Customers LDC to provide natural gas service. Nordic is further authorized to receive Customer's utility credit history for the purpose of credit evaluation.

<u>Notices:</u> Except as provided herein to the contrary, any notice, request, demand, statement, bill or payment provided for in this agreement, or any notice which a party may desire to give to the other, shall be in writing and shall be considered duly delivered when received if sent by facsimile, same or next day delivery service, or as of the third business day after the postmark date when mailed by ordinary mail to the other party at the addresses below.

Customer Name:					
By (Print Name):					
Title:					
Circle One:		Account Holder		Authorized Signer	
Start Date:					
Service Address					
City, State Zip					
Phone/Fax/Email	P:	F:		E:	
LDC Account #			Meter#	-	
Estimated Annual Usage			'		

In witness whereof, Customer agrees to switch to Nordic Energy and buy Customer's natural gas commodity requirements for the account(s) listed above from Nordic Energy Services, LLC. Customer acknowledges that Nordic Energy Services, LLC, is a certified alternative gas supplier, and is not affiliated with the local distribution company. Both parties, having read and agreed to the terms and conditions contained within this Natural Gas Sales Agreement, intend to hereby be bound, having executed this agreement as of the date first written below.

NORDIC ENERGY SERVICES, LLC	CUSTOMER	
By:	By:	-
Date:	Date:	
One Tower Lane, Suite 300 Oakbrook Terrace, IL 60181-4647		

1-888-731-5406