



NATURAL GAS SALES AGREEMENT

Dated: June 13, 2014

Seller: SEMINOLE RETAIL ENERGY SERVICES, L.L.C. Buyer: Wonewoc Union Center School District
303 E. 17th Ave., Suite 850 101 School Road
Denver, CO 80203 Wonewoc, WI 53968
Attn: Jo Moak, Contract Administration Attn: Chad Rick, Director of Maintenance
Phone: 303-457-4194 Fax: 303-457-2690 Phone: 608-464-3165 x120 Fax: 608-464-3325

Send Payments to: SEMINOLE RETAIL ENERGY SERVICES, L.L.C. Send Invoices to: Wonewoc Union Center School District
Po Box 26706, Section 4133 101 School Road
Oklahoma City, OK 73126-0706 Wonewoc, WI 53968
Attn: Chad Rick, Director of Maintenance
Phone: 608-464-3165 x120 Fax: 608-464-3325

Term: 12 months beginning October 1, 2014 (the "effective date") or the first day of the month in which there is initial gas flow and continuing year to year thereafter subject to a sixty (60) day written notice of cancellation by either party prior to the end of the initial Term or any subsequent anniversary date thereto.

Quantity: 100% of Buyer's natural gas requirements. The Monthly Quantity of gas to be purchased and sold hereunder for the term hereof is stated on Exhibit "A", attached hereto.

Point of Delivery: Existing delivery points or interconnects between transporting pipeline and LDC set forth on attached 'Exhibit A'

Price: The Base Contract Price for the Monthly Quantity described on Exhibit A attached hereto shall be defined as a NYMEX, Index, or Fixed Price per MMBtu more fully described on Exhibit "A" plus the Price Increment and any applicable transportation and fuel charges.

* Buyer has the right at any time during the term of this Agreement to convert the above Price to a fixed price for any specific quantity based upon mutually agreeable, executable market pricing. Seller will provide a separate Exhibit "A" confirmation of any such agreement as an amendment to this Agreement. Consumption of gas by Buyer above or below the Monthly Quantity may invoke charges based upon the difference between the cost of gas stated above and the then current market cost of gas as more fully detailed in Paragraph 7., General Terms and Conditions.

Special provision: See Exhibit "A".

This Agreement is subject to the General Terms and Conditions attached hereto and made a part hereof.

SEMINOLE RETAIL ENERGY SERVICES, L.L.C. Wonewoc Union Center School District
Seller's Signature: Buyer's Signature:
Printed Name: Mike Gibbons Printed Name:
Title: Director Title:
Date: Date:

Exhibit "A"
CONFIRMATION TO
Natural Gas Sales Agreement Dated: June 13, 2014

Buyer Name: Wonewoc Union Center School District

Cash Contract Price: The Base Contract Price for the Monthly Quantity described hereinbelow shall be defined as the first of the month index price for NNG - Ventura as published in "Inside FERC's Gas Market Report" plus the Price Increment of \$ 0.52 plus any and all applicable transportation and distribution charges, including, but not limited to, fuel and lost and unaccounted for gas plus any and all applicable taxes for volumes delivered to meter. The price for subsequent months will remain the same unless Seller notifies Buyer of a change of price in writing sixty (60) days prior to the annual anniversary of the effective date.

Term: 12 months beginning October 1, 2014 (the "effective date") or the first day of the month in which there is initial gas flow and continuing month to month thereafter unless cancelled by either party giving at least sixty (60) days written notice prior to the end of the initial term or any subsequent anniversary date thereto. The effective date shall thus be the first day of the first of the month in which the Transporting LDC effects delivery of gas to Buyer's facility as a transporter.

Pipeline/LDC: Alliant (WP&L) / NNG Vent Zone D

Facility Location: 101 School Road, Wonewoc, WI 53968 Acct.No.: 211477-010

Monthly Quantity (in MMBtu's)

January	510	May	207	September	0
February	653	June	58	October	69
March	517	July	2	November	244
April	388	August	0	December	397

Total Contracted Volume: 3045 MMBtu's

(The parties may mutually agree to a prospective change in any of the above described volumes and a corresponding change in the terms of this transaction including price; any such change shall be evidenced by a fully executed Exhibit "A" at least six (6) business days prior to beginning of each month in which the quantities will differ. Any prospective change of any Fixed Price or Basis Monthly Quantity will require the settlement of all liquidation costs associated therewith.)

Special Provisions:

- (1) The parties acknowledge and agree that the volumes retained by transporter as fuel shall be added to the total quantities delivered to the Delivery Point, and such total volume shall constitute the quantity of gas delivered under the Natural Gas Sales Agreement ("Agreement") and paid for at the contract price for each billing cycle.
- (2) In reference to Paragraph 7 of the General Terms and Conditions titled Delivery and Price, any gas taken in excess of the monthly contracted quantity shall be priced of the production months highest weekly average for GDD Chicago index plus \$0.08 plus any applicable transport and fuel to effectuate delivery to citygate. Any gas that is deficient of the contract quantity shall be credited to the buyer at the lowest weekly average for GDD Chicago index minus \$0.08.

This Exhibit "A" is being provided in accordance with the Agreement between Seller and Buyer, and constitutes part of and is subject to all of the terms and provisions of the Agreement. All capitalized terms herein used, but not defined, will have the meanings set forth in the Agreement. Please sign and return both original copies of the Exhibit "A" to Seller within two (2) Business Days of receipt by Mail along with a faxed copy to be sent immediately for deal execution. ABSENT AN OBVIOUS ERROR, THIS EXHIBIT "A" WILL BE DEEMED CONCLUSIVE, AND WILL BIND BUYER AND SELLER, UPON EXECUTION BY BOTH PARTIES.

SEMINOLE RETAIL ENERGY SERVICES, L.L.C.
"Seller"

Wonewoc Union Center School District
"Buyer"

By: Mike Gibbons
Director

By: _____
Its: _____

This Natural Gas Sales Agreement and any attachments thereto, are intended only for use by the Buyer named herein and contains proprietary and confidential information. Any dissemination, distribution or copying of this Agreement, and any attachments thereto, is strictly prohibited.

General Terms and Conditions

WHEREAS, Buyer desires to buy and Seller desires to sell natural gas, Buyer and Seller enter into this Agreement as set out below:

1. **Definition:** Unless otherwise stated, Monthly Index Price shall be (1) the price of spot gas delivered to pipelines for the first of each applicable delivery month as determined by "Inside FERC's Gas Market Report" for the applicable pipeline and region, or (2) deemed to be Seller's cost of gas in the event said price is not published for any month(s) during the term hereof.
2. **Term:** Unless otherwise stated on the front of this Agreement, this Agreement shall renew automatically for a Term of one (1) year and year-to-year thereafter at the Monthly Index Price described hereinabove plus five per cent (5 %) plus any transportation, fuel, or other applicable charges, until and unless terminated by written notification by either party to the other with thirty (30) days written notice prior to the end of the initial Term or any subsequent anniversary date thereto.
3. **Quantity:** Seller agrees to sell to Buyer, and Buyer agrees to purchase the volume(s) of natural gas set forth in Exhibit "A" attached hereto. The parties shall use their best efforts to ensure that the quantity, dispatched by Seller, is delivered and received at a relatively constant rate in compliance with Pipeline and LDC requirements.
4. **Quality, Measurement & Heating Value:** All natural gas delivered pursuant to this Agreement shall be of pipeline quality. Measurement of the volume and the heating value of the natural gas purchased hereunder shall be made at the delivery point in accordance with the delivering pipeline's procedure.
5. **Transportation:** Seller shall arrange for transportation to the delivery point and Buyer shall arrange for subsequent transportation from the delivery point.
6. **Imbalances:** Buyer and Seller shall use their best efforts to avoid imbalances and imbalance penalties (if any). Should either Buyer or Seller receive an imbalance penalty charge from the transporting pipeline or LDC, Seller shall determine the validity of such charge. If the imbalance penalty is a result of Buyer's failure to accept a quantity of gas equal to Seller's nomination, then Buyer shall pay for or reimburse Seller for such imbalance charges, and indemnify Seller from any charges or costs incurred in determining its liability hereunder. If the imbalance penalty is a result of Seller's failure to deliver a quantity of gas equal to the Buyer's confirmed nomination, then Seller shall pay such imbalance penalty charge and shall indemnify Buyer for any charges or costs incurred by Buyer in determining Seller's liability hereunder. If there is ever a material change in any law or order regarding imbalances such that the continued performance of this Agreement has been rendered impracticable or uneconomical, Seller may terminate or request renegotiation of this Agreement. Buyer, at the end of this Agreement and if Agreement is not renewed with Seller, shall pay Seller for any gas delivered to Buyer's account with the LDC or transporting pipeline, but not yet consumed (if any).
7. **Delivery and Price:** Seller agrees to sell, and Buyer agrees to receive and purchase, the applicable Monthly Quantity during each month and during the term hereof at the Point of Delivery and at the Base Contract Price, all as listed in the Confirmation and in accordance with the terms of the Agreement. Buyer will use commercially reasonable efforts to purchase and receive gas on a ratable daily basis in quantities that are as close to the Daily Contract Quantity (the Monthly Quantity divided by the number of days in the month) as reasonably practicable. Buyer shall communicate to Seller changes in the quantities of gas it will receive and take delivery of that differ from the Daily Contract Quantity and the Monthly Quantity in the applicable Confirmation, at least six (6) business days prior to beginning of each month in which the quantities will differ, in order for Seller to attempt to acquire or reduce, on Buyer's behalf, the necessary transportation capacity and gas supply, and to make the appropriate nomination changes with any applicable transporter in a timely manner. In the event Buyer receives and takes delivery of quantities of gas in any month that exceed the applicable Monthly Quantity listed on the Confirmation, Buyer will pay Seller for each MMBtu of such additional quantities (in addition to any transportation, demand, penalties, or any other charges of any kind and all other applicable charges and costs under this Agreement) Seller's commodity cost of obtaining the additional quantities of gas plus the Price Increment. In the event Buyer receives and takes delivery of quantities of gas in any

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month that are less than the applicable Monthly Quantity listed in the Confirmation, and provided that such reduced receipts are not the result of a force majeure event, Seller shall resell such quantities and (i) should the resale price of such quantities exceed the Base Contract Price, Seller will credit Buyer for such gains, minus all reasonable costs incurred by Seller as a result of such reduced receipts, including, without limitation, any transportation, demand, penalties, or any other charge of any kind and all other applicable charges and costs under this Agreement; and (ii) should the Base Contract Price exceed the resale price of such quantities, Buyer agrees to reimburse Seller for such losses plus all reasonable costs incurred by Seller as a result of such reduced receipts, including, without limitation, any transportation, demand, penalties, or any other charges of any kind and all other applicable charges and costs under this Agreement. Seller will use reasonable commercial efforts to minimize any costs resulting from Buyer's consumption exceeding or falling below the applicable Monthly Quantity. Notwithstanding anything hereinabove to the contrary, during the term of any period of daily balancing, operational flow order, or other like circumstance declared by any transporter for any transaction, Seller will use commercially reasonable efforts to secure additional quantities or sell excess quantities of gas requested by transporter, and all such additional or excess quantities purchased or sold by Buyer in excess or short of the Daily Contract Quantity, will be billed or credited to Buyer as the first quantities through the meter that day at a cost equal to the prices of gas available to Seller at such time, as reasonably determined by Seller.

Should Buyer, at any time during the term of this Agreement, convert the Contract Price to a fixed or basis price for any portion of the Monthly Quantities, any such quantities shall be billed to Buyer as the first quantities through the meter for the months in which those quantities are delivered.

8. **Billing and Payment:** Seller shall bill Buyer on the second (2nd) business day of each flow month hereunder based on nominations made for such month showing the quantity of gas nominated as well as any necessary adjustments for actual volumes delivered for the prior month(s) and the total sum due. Buyer shall pay to Seller the total sum due as shown by each billing, including sales, use, franchise and excise taxes and all other governmental impositions relative to the sale or consumption of natural gas, within fifteen (15) days from the billing date. Billings unpaid when due shall be subject to a late charge of Ten Dollars (\$10.00) plus interest at the rate of one and one half percent (1½%) per month or the maximum rate allowed by law, whichever is less. If Buyer fails to make payment on or before the due date Seller at its sole discretion, may terminate this contract and/or immediately suspend deliveries hereunder. In the event it becomes necessary to commence litigation to recover the amount owed under this Agreement, the prevailing party shall be entitled to recover all attorney fees and related costs.

9. **Credit Requirements:** Buyer shall make credit arrangements satisfactory to the Seller, which may include providing a deposit, prepayments, Letter of Credit, or other security as requested by Seller. Seller reserves the right to request such credit arrangements or updates or revisions to such credit arrangements at any time before or during the term of this contract. If Buyer fails to make credit arrangements satisfactory to Seller, Seller at its sole discretion may terminate this contract and/or suspend deliveries hereunder upon five (5) days prior notice to Buyer.

10. **Event of Default:** In the event of Default by either party, the Defaulting Party or its guarantor hereby agrees that the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold or suspend deliveries or payments upon written notice and/or to terminate and liquidate the transactions under this Agreement in good faith and in a commercially reasonable manner, and to assess and apply all costs of liquidation and early termination to the Defaulting Party, in addition to any and all other remedies available hereunder.

11. **Title & Possession:** Buyer shall take title, possession and control of the gas no later than at the Point of Delivery. Seller shall have responsibility for any gas up to the Point of Delivery, and Buyer shall have responsibility for any gas at and from the Point of Delivery. Each party hereunder indemnifies and holds harmless the other from all damage, loss, cost or expense for which the other is held responsible arising from the indemnifying party's own act or conduct. Seller warrants title to gas is free and clear of all liens and encumbrances.

12. **Force Majeure:** If either party shall be, wholly or in part, unable to perform any or part of its duties or functions under this Agreement because of force majeure, then upon notice by telephone, facsimile or in writing within a reasonable time and in reasonably full detail such duties or functions shall be suspended during such inability but for no longer than reasonably necessary. Neither party shall be liable to the other for any damages caused or occasioned by force majeure. Force majeure

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means acts of God, strikes, lockouts or other industrial disturbances including those involving or affecting parties producing or transporting gas for Seller. An event of force majeure shall not excuse either party from liquidated damages related to the settlement of any Basis or Fixed Price related quantities.

13. Laws and Regulations: This Agreement, each of its provisions, and all supplements, amendments or addenda to it are subject to all valid, applicable federal and state laws and to the orders, rules and regulations of any duly constituted regulatory body or authority, state or federal, having jurisdiction. The laws of the State of Oklahoma shall govern the interpretation and performance of this Agreement. Venue for any action tried hereunder shall be in Tulsa County, Oklahoma, whether in federal or state court.

14. Transfer of Title: This Agreement shall extend to and be binding upon the successors, assigns, heirs, personal representatives and representatives in bankruptcy of the parties hereto. No sale, assignment, mortgage, change in ownership or any other transfer of title to an interest of either party shall be binding upon the other party until the first day of the calendar month next following the date upon which such other party shall have been furnished written notice and with certified copies of such instruments properly evidencing such sale, assignment, mortgage, change in ownership or other transfer of title. Any such sale, assignment, change in ownership, etc. shall be subject at the outset to the credit requirements of this Agreement first written hereinabove as paragraph 9.

15. Audit: Either party shall have the right at all reasonable times to examine the records of the other to the extent necessary to verify the accuracy of any statement, charge, or computation made under or pursuant to any provision of this Agreement. Both parties agree to cooperate to negotiate any dispute with transporter(s) on errors in measurement or reporting. Either party may request and will receive payment for any verifiable statement adjustment during the term of this agreement and two years from the billing in question. Notwithstanding the foregoing, adjustments made with respect to taxes incurred under this Agreement, including but not limited to sales and use tax, shall be made in accordance with the adjustment periods and time limitations provided in the applicable law, statute, or regulation.

16. Confidentiality: The parties shall keep the terms of this Agreement and of any transaction hereunder, including but not limited to, the Base Contract Price, the Monthly Quantity, and the Term, confidential, except as may be required to effectuate transportation of the gas or to meet the requirements of a state or federal regulatory agency having jurisdiction over the matter for which information is sought provided, however, timely notice of the service of the subpoena or other process shall be given to the other party so that a protective order or other legal remedy to prevent disclosure may be obtained.

17. Miscellaneous: The non-exercise of any right or rights given by this Agreement shall not be a waiver of such right or rights as to the future. Any cancellation of this Agreement, pursuant to the provisions of this Agreement, shall be without prejudice to the right of the party not in default to collect any amounts then due it and without waiver of any other remedy to which the party not in default may be entitled for violation of this Agreement. This Agreement is executed in multiple copies, each of which shall be deemed of equal force and dignity as if each such copy is an original.

18. Agreement and Confirmation: The parties may from time to time effectuate a transaction in an e-mail or a telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to the transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Seller shall communicate the terms of the transaction to Buyer by sending a confirmation to Buyer provided that the failure to send a confirmation shall not invalidate the transaction. Buyer will reconfirm and signify its acceptance of the transaction by signing and returning the confirmation by facsimile or other electronic transmission by the close of the second business day following Buyer's receipt of Seller's confirmation. Absent an obvious error, Seller's confirmation will be deemed conclusive and will bind Buyer and Seller if not received by the end of the second business day following Buyer's receipt of the confirmation.

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Buyer's initials

19. Limitations: The liability of a party for breaching any provisions of this Agreement for which an express remedy is provided, such express remedy shall be the sole and exclusive remedy. In the event of a breach of any provision of this Agreement for which no express remedy is provided, Buyer and Seller agree that any liability to each other shall be limited to direct actual damages only. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, IN TORT, CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

20. Disclaimer: The Parties hereby agree and understand that any reference to NYMEX or OTC price indicators, or any utilization of these exchanges by Seller is specifically in connection with Seller's cash market operations, and shall not in any way subject Seller to the Commodity Exchange Act ("CEA"). Neither Seller nor any of its employees or affiliates is acting as a Broker, Dealer, or Commodity Trading Advisor, and no such person is registered as a Commodity Trading Advisor. Seller is specifically not offering to Buyer or advising Buyer concerning the use of any registered futures contract or standardized instrument for future delivery on any exchange. Seller also may provide industry information from various sources that includes evaluation and commentary on market prices, industry fundamentals, and other conditions affecting the energy markets. Seller provides any such material for information purposes only and not to recommend any transaction, course of dealing or strategy with respect to such markets. Seller in no way warrants or represents the validity or accuracy of any such information. Through providing this information, Seminole in no way acts as a Commodity Trading Advisor, Broker, or Dealer. Buyer acknowledges that all decisions related to energy transactions are authorized and executed based upon the Buyer's full knowledge and independent action and confirms that Buyer is an "eligible contract participant" as defined by the CEA.

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