

Mansfield Power and Gas, LLC Master Commercial Gas Sales Agreement



THIS MASTER COMMERCIAL GAS SALES AGREEMENT (this "Master Agreement") is entered into as of the Effective Date described below by and between Mansfield Power and Gas, LLC ("Supplier"), and the customer for retail natural gas supply and transportation services identified on the signature page hereto ("Customer"). Each of Supplier and Customer may be referred to herein individually as a "Party" and collectively as the "Parties."

1. Transactions. This Master Agreement sets forth the general terms and conditions governing transactions for the purchase, sale and transportation of natural gas and related products and services (each a "Transaction") to one or more of Customer's service locations (each, a "Point of Service Location") as agreed to from time to time and specified in Exhibit B to a Transaction Confirmation. Each Transaction shall be evidenced by a written transaction confirmation (each a "Confirmation") in the form set forth in Exhibit A. If Customer fails to object in writing to any term in the Confirmation within two (2) Business Days of receipt of the Confirmation, the Confirmation shall constitute the definitive written expression of the Transaction. Each Confirmation shall constitute part of and shall be subject to this Master Agreement. Nothing in this Agreement obligates either Party to enter into a Transaction at any time. This Agreement, all Exhibits thereto, and each Confirmation shall constitute a single integrated agreement between the Parties (collectively referred to as the "Agreement").

2. Services. Commencing on the Delivery Start Date set forth in a Confirmation and continuing throughout the Term, Customer appoints Supplier as its exclusive agent for the supply and/or transportation of natural gas to Customer's Point of Service Locations. Subject to the terms and conditions of this Agreement, Supplier shall acquire and transport to Customer, and Customer shall purchase and receive, the Contract Quantity of natural gas of the relevant local gas distribution company ("LDC") specified in a Confirmation in accordance with the terms and conditions of this Agreement. If the LDC requires Customer to install additional metering and/or related equipment at any Point of Service Location, Customer shall be solely responsible for the costs and installation thereof. Title to all natural gas hereunder shall pass from Supplier to Customer at the Delivery Point and Customer shall have the sole responsibility for transporting gas from the Delivery Point.

2.1 Customer Qualification. Customer acknowledges and agrees that Supplier's duty to provide natural gas under any Confirmation that would require the use of an LDC's facilities is contingent upon the applicable Customer Point of Service Location qualifying for the LDC's appropriate rate or tariff schedule that would permit the use of the LDC's facilities for delivering the natural gas to that Customer Point of Service Location.

2.2 Nominations. The Parties shall coordinate nomination activities such that the deadlines of the transporter of gas by a gas gathering or pipeline company or LDC (each a "Transporter") may be met. If Customer or the LDC fails to provide Supplier with a usage nomination for any month in a timely manner, Supplier (i) may establish a nomination for such month in a commercially reasonable manner based on Customer's historical

usage data available to Supplier, and (ii) shall have the right to use and rely on such nomination unless notified otherwise by Customer or the LDC. If Supplier or Customer becomes aware that actual deliveries are greater or lesser than the quantity of gas confirmed by a Transporter, such Party shall promptly notify the other Party.

2.3 Imbalances. The Parties shall use commercially reasonable efforts to avoid imposition of any fees, penalties, cash-outs, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy balancing and/or nomination requirements ("Imbalance Charges"). If Supplier or Customer receives an invoice from a Transporter that includes Imbalance Charges, the Parties shall determine the validity and cause of such Imbalance Charges. The Party causing the imposition of the Imbalance Charges will be responsible to pay such Imbalance Charges.

2.4 Transporter Restrictions. If either Party receives an operational flow order or any other usage or operating instructions, restrictions or similar notice (each an "OFO") from a Transporter requiring action to be taken in connection with the transportation or consumption of gas pursuant to a Transaction, such Party will use commercially reasonable efforts to notify the other Party of such event in a timely manner. Such notice may be given by electronic means. Each Party will take all commercially reasonable actions required by the OFO within the time prescribed. If OFO penalties, charges, fees, costs or expenses result from the actions or inactions of one Party, then such Party shall be solely responsible for any such penalties, charges, fees, costs or expenses. Both parties agree that OFOs may require one or both parties to buy or sell quantities of natural gas in the then-current market conditions, which may be appreciably higher or lower than the Contract Price specified in a Transaction. If Supplier is responsible for nominations and balancing on a Transporter imposing an OFO or similar restriction, Supplier may (but is not required to) increase or decrease nominations, as appropriate, to avoid penalties.

3. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning set forth in Section 30.

4. Pricing. The price for the natural gas delivered hereunder (the "Contract Price") is set forth in a Confirmation, based upon Customer's Forecast Usage data, and applies to all natural gas covered under such Confirmation and includes charges for the supply, nomination and balancing associated with the transportation of natural gas, as specified in such Confirmation and in Section 11 herein.

5. Billing and Payment.

5.1 General Billing and Payment Terms: Supplier shall provide monthly invoices, either through utility

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consolidated billing ("UCB"), supplier consolidated billing ("SCB") or a Dual Billing Option ("DBO"), at its sole discretion to the extent permitted by law. Supplier may estimate bills in cases where actual billing determinants are unavailable. The billed quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available. Customer shall pay all amounts owing by the Due Date specified in a Confirmation. Late payments shall incur interest charges at a rate of interest equal to the lower of a per annum rate of one and one-half percent per month (1.5%) or the maximum applicable lawful interest rate. In any instance where any payment to Supplier is declined by the issuing institution, Customer shall be assessed a non-sufficient funds charge of \$35 or the maximum allowed under applicable law (whichever is less) per declined payment. Customer shall be liable for all costs incurred by Supplier, including reasonable attorneys' fees, for collections on accounts greater than thirty (30) calendar days past due.

5.2 Disputes and Adjustments of Invoices: Customer may dispute, in good faith and 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 by the Due Date specified on a Confirmation, with notice of the dispute given to Supplier in writing and stating the amount and basis for the dispute. Supplier and Customer agree to use good faith and reasonable efforts to resolve any such billing/invoice dispute within thirty calendar (30) days of Supplier's receipt of Customer's written notice of any such dispute. Upon resolution of the dispute, any required payment shall be made within ten (10) Business Days of such resolution along with interest accrued a rate equal to the lower of either the per annum rate of one and one-half percent per month (1.5%) or the maximum applicable lawful rate. Customer must provide Supplier with written notice of any disputed charge(s) on or prior to the Due Date of the invoice or it will be deemed to have waived its rights to dispute such a charge. In addition, Supplier shall not retroactively charge any additional amounts to any timely paid Customer invoice, provided the aforementioned shall not limit Supplier's ability to adjust Customer's invoice as provided in Section 5.1 herein.

5.3 Payments: The default method of payment shall be through the Automated Clearing House ("ACH") Recurring Payment Authorization attached herein or provided separately at Customer's request. Customer agrees to provide ACH processing details required to process such payments. No processing fee shall be assessed by Supplier when using ACH recurring payments.

6. Term. The term of this Master Agreement will commence on the Effective Date and, unless terminated earlier as provided in this Master Agreement, will continue until terminated by either Party upon thirty (30) days prior written notice to the other Party; provided this Master Agreement shall remain in full force and effect during the term of any Confirmation. Each Confirmation shall set forth the applicable "Delivery Period" or term during which deliveries of

natural gas are to be made. Supplier shall not be liable for any failure to enroll or drop a Point of Service Location by any applicable start and end date(s) set forth in the Confirmation due to circumstances beyond its control. Further, all obligations regarding indemnity, payment of Taxes, limitations of liability, remedies afforded to the Parties after default and early termination, confidentiality obligations, and waivers survive for the period of the applicable statute of limitations.

7. Renewal of Agreement. Unless otherwise set forth on Exhibit C, not less than thirty (30) days prior to the anticipated expiration date of the then current relevant Delivery Period, Supplier may provide a Confirmation renewal notice electronically or otherwise in writing containing proposed pricing, terms and conditions for a new Confirmation (the "Renewal Notice"). If, following termination or expiration of any Confirmation, any of Customer's Point of Service Locations remain designated by any LDC as being served by Supplier, then Supplier may either (a) continue to serve such Point of Service Location on a month-to-month holdover basis (each, a "Holdover Term"). Any such Holdover Term may be terminated by either party upon no less than thirty days written notice, unless otherwise expressly provided herein. The price payable during any Holdover Term shall be based on a variable rate, and may change monthly due to current and predicted weather patterns, retail competition, wholesale natural gas costs, fluctuations in natural gas supply and demand, industry regulations, pricing strategies, costs to serve customers, and many other factors. Variable rate agreements will automatically renew on a month-to-month basis and can be cancelled at any time by either party without any early termination fee. This Agreement shall continue to govern the provision of service during any Holdover Term.

8. Performance Assurance. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Performance Assurance. Performance Assurance shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Performance Assurance in the form of cash transferred by Y to X pursuant to this Section 8. Upon the return by X to Y of such Performance Assurance, the security interest and lien granted hereunder on that Performance Assurance shall be released automatically and, to the extent possible, without any further action by either party.

9. Consent to Disclosure. Customer designates Supplier as an authorized recipient of Customer's account, billing and usage information. Customer consents to the disclosure by each LDC to Supplier of certain basic information about Customer including: account number, meter number, meter read data, rate class, natural gas usage, billing and payment information, account name, service address, billing address, and telephone number.

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10. Transportation. Customer agrees and acknowledges that Supplier does not own or control any of the transmission or distribution facilities used to transport natural gas to the Point of Service Location(s). The LDC has the responsibility to deliver the natural gas to the Point of Service Location(s). Supplier has no obligation, liability, or responsibility for the operations of the LDC, for the interruption of service, or for the LDC's failure to deliver natural gas to the Point of Service Location(s).

11. Point of Service Location Usage. Prior to entering into a Transaction, Customer will provide to Supplier information reasonably required to substantiate its usage requirements, including information regarding its meter/account numbers, historical/projected usage for a period of at least one year, time of use, hours of operation, and LDC rate classes, which in substantial part form the basis for the calculation of charges for any Transaction. Customer shall provide Supplier at least sixty (60) calendar days prior written notice prior to removing any Point of Service Location from service hereunder as a result of reducing or ceasing operations at such Point of Service Location; including, but not limited to, closing any Point of Service Location or the sale of any Point of Service Location to an unrelated third party. Customer shall use commercially reasonable efforts to operate Customer's Facilities such that natural gas consumption is consistent with Customer's Forecast Usage. Customer shall notify Supplier as soon as practicable of: (i) any revision to the Forecast Usage; (ii) all scheduled or unscheduled outages or anticipated changes in usage; (iii) any anticipated Material Usage Deviations; and (iv) any removal of a Customer's Point of Service Location from service hereunder during the Delivery Period specified in a Transaction. Customer shall be responsible to Supplier for any additional costs and losses incurred by Supplier arising from (i), (ii), (iii) or (iv); provided that Supplier shall use commercially reasonable efforts to mitigate any such costs after receipt of such notice. Supplier may within ten (10) days of receipt of Customer's notice of a Material Usage Deviation, assess the changes in Customer's usage and if applicable, declare an Effective Removal of the affected Point of Service Location(s).

12. Taxes. All applicable Taxes shall be passed through from Supplier to Customer without markup.

13. Confidentiality. Neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement to a third party (other than the Party's employees or its lenders, counselors or accountants who have agreed to keep such terms confidential) except in order to comply with any applicable law, order, regulation or exchange rule, to collect debts owed or to obtain transmission, distribution, ancillary or other regulated services; provided, however, that each Party will notify the other Party of any proceeding of which it is aware which may result in non-routine disclosure. Each of the Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation; provided, however, that monetary damages shall be limited to the amounts specified in Section 23 of this Agreement, and a breach of this section shall not give rise to a right to suspend or terminate this Agreement. Notwithstanding the foregoing,

Customer agrees to permit Supplier to utilize Customer's name as a customer of Supplier solely for marketing and publicity purposes.

14. Notices. Exhibit C contains the contact information for Supplier and Customer that will be used to provide any and all notices arising from this Agreement. All notices will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile and will be effective upon receipt; provided, however, that any default or termination notice may only be sent by hand or by overnight courier service.

15. Events of Default.

15.1 Customer Default. If a Customer Default occurs, Supplier may, at its option and in its sole discretion, choose to suspend or terminate this Agreement in its entirety or as to any Point of Service Location(s) or any Confirmation. Any such suspension or termination shall take place after Customer's receipt of written notice stating the reason(s) for any such suspension or termination and providing the anticipated effective date the foregoing will take effect (the "Early Termination Date"). In the event of Supplier's termination for Customer Default, Supplier shall be entitled to receive from Customer a Customer Early Termination Payment. Supplier shall calculate the Customer Early Termination Payment in its commercially reasonable discretion, including where applicable, Supplier's estimates of market prices and forward market prices. Such calculation shall be provided to Customer by Supplier as of the Early Termination Date and Customer shall pay the Customer Early Termination Payment on the later of the Early Termination Date or five (5) Business Days after such calculation is received.

15.2 Supplier Default. In the event of a Supplier Default, Customer shall provide Supplier written notice of its intent to terminate this Agreement or a Confirmation in its entirety or as to any specific Point of Service Location(s) thereunder, provided however that the Early Termination Date shall not be less than thirty (30) days from Supplier's receipt of Customer's notice of Supplier Default. In the event of Customer's termination for Supplier Default, Customer shall be entitled to receive from Supplier a Supplier Early Termination Payment. The Supplier Early Termination Payment shall be paid by Supplier within five (5) Business Days after such notice is received.

15.3 Mitigation of Damages. Each Party agrees that it has a duty to mitigate damages and to use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement. Supplier and Customer acknowledge and agree that the Supplier Early Termination Payment and the Customer Early Termination Payment each constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect.

16. Force Majeure. The non-Claiming Party upon the occurrence of a Force Majeure event shall not be required to perform its obligations to the Claiming Party for the period of the Force Majeure; provided, however, that Force Majeure

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shall not excuse Customer's failure to make payments in a timely manner for the natural gas supplied by Supplier before a Force Majeure event or during a Force Majeure event provided the natural gas is transported and received pursuant to the terms of this Agreement. If the Force Majeure continues for a period in excess of thirty (30) calendar days (an "Extended Force Majeure Event"), the performing 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 Customer Default or a Supplier Default.

17. Governing Law and Waiver of Jury Trial. This Agreement will be interpreted in accordance with the substantive laws of the State of Georgia without giving effect to laws and rules governing conflicts of laws. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY JURY OF ANY SIZE IS IRREVOCABLY WAIVED.

18. Relationship of Parties. Supplier is an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. Supplier is not acting as Customer's consultant or advisor, and Customer shall not rely on Supplier in evaluating the advantages or disadvantages of any specific product or service, predictions about future natural gas prices or any other matter.

19. Changes in Law or Regulation. In the event that any change in any statute, rule, regulation, order or other law, or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or LDC or other regulated service provider, alters to the detriment of Supplier its costs to perform or its economic returns under this Agreement or a Confirmation (a "Negative Change in Regulation"), Supplier may revise the pricing under such Confirmation to eliminate the impact of such Negative Change in Regulation. Before any such price revision, Supplier shall provide written notice to Customer of the Negative Change in Regulation, the resulting price revisions, and the date upon which such revised pricing shall be effective. Customer shall pay the revised price described in such notice, and all other terms and conditions of the applicable Confirmation and this Agreement shall remain in full force and effect.

20. 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, residual, lawful obligations that arise under this Agreement.

21. Indemnity. Supplier shall defend, indemnify, and hold Customer harmless against all claims, damages, costs and liabilities ("Claims") resulting from Supplier's negligence or breach of this Agreement and arising prior to the transportation of natural gas to the relevant Delivery Point, except to the extent such Claims arise out of Customer's negligence or breach of this Agreement. Customer shall assume full responsibility for any damages or losses relating to the transportation of natural gas at and after its delivery to the relevant Delivery Point specified in a Confirmation and shall defend, indemnify, and hold Supplier and its officers, employees and agents harmless against all Claims, including Claims for personal injury, death, tangible property damage or

loss, arising at and after the transportation of natural gas to the relevant Delivery Point, except to the extent such claims and liabilities arise out of Supplier's negligence or breach of this Agreement.

22. Assignment. Customer may not assign this Agreement without the prior written consent of Supplier, which consent will not be unreasonably withheld provided that the assignee meets Supplier's credit requirements and agrees to be bound by the terms and conditions of this Agreement. Supplier may assign this Agreement without Customer's consent, including, without limitation, (a) to an affiliate of Supplier or to any other person succeeding to all or substantially all of Supplier's assets, or (b) in connection with any financing or other financial arrangement. Upon an assignment of this Agreement by Supplier under clause (a), Supplier shall have no further obligations regarding future performance hereunder. This Agreement is binding upon Customer and Supplier, and each party's heirs, successors and permitted assigns. Any required notice of assignment will be considered complete when it is mailed to the Customer's address specified on Exhibit C.

23. Warranty, Disclaimer and Limitation of Liability. Supplier warrants title to all natural gas transported hereunder and sells such natural gas to Customer free from liens and adverse claims. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, SUPPLIER MAKES NO WARRANTIES HEREUNDER CONCERNING THE 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. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ADDITION, SUPPLIER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL OF THE FIRST SUPPLIER INVOICE REFLECTING THE NATURAL GAS 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. TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO THE NATURAL GAS TRANSPORTED AND SOLD HEREUNDER. FURTHER, IT IS UNDERSTOOD THAT SUPPLIER SHALL NOT BE LIABLE FOR (I) MATTERS WITHIN THE CONTROL OF THE LDC, AS THE CASE MAY BE, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF NATURAL GAS TRANSPORTATION AND DISTRIBUTION SYSTEMS AND (II) ANY AND ALL LIABILITIES RELATED TO THE ACT OR OMISSION OF ANY AGENT, BROKER OR CONSULTANT RETAINED BY CUSTOMER.

24. Representations and Warranties. Each Party represents and warrants to the other (now and deemed to be repeated each time a Transaction is entered into) that (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to

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perform this Agreement; and (b) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it. Further, Customer also represents and warrants that (a) it is not a residential customer; (b) it will immediately notify Supplier of any change in its ownership; (c) execution of a Confirmation initiates enrollment and service for the Delivery Period set forth therein; (d) no communication, written or oral, received from the Supplier will be deemed to be an assurance or guarantee as to any results expected from this Agreement or any Confirmation; (e) it is entering into this Agreement to purchase its natural gas requirements only and not for speculative or resale purposes; and that the natural gas purchased under this Agreement will be consumed at the Point of Service Locations; (f) it is the party of record of the Point of Service Locations, or if it is not the party of record, it has the authority to enter into and bind its principal to the Agreement; and (g) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement or any applicable Confirmation.

25. Forward Contract. The Parties acknowledge and agree that the transaction(s) contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

26. No Third Party Beneficiaries; Relationship of the Parties. There are no third party beneficiaries to this Agreement. Supplier and Customer agree that nothing in this Agreement shall be construed to constitute or imply a joint venture, partnership or association or the creation or existence of any fiduciary duty, or similar obligation or liability between Supplier and Customer. Supplier will not provide, and nothing herein will be construed as the provision of, advice regarding the value or the advisability of trading in "commodity interests" which would cause Supplier or an affiliate to be considered a commodity trading advisor under the Commodity Exchange Act, 7 U.S.C. § 1-25, et seq., as amended.

27. Entire Agreement. This Agreement, together with the exhibits attached hereto and all Confirmations, constitutes the entire understanding of the Parties with respect to the subject matter hereof. This Agreement supersedes and replaces any and all previous understandings in any manner relating to the subject matter contained herein. There are no prior or contemporaneous agreements or representations affecting the content other than those expressed in the Agreement. No amendment, modification or change will be enforceable unless submitted in writing and executed by both Parties.

28. Counterparts. This Agreement may be executed in one or more counterparts and each executed counterpart shall be considered an original.

29. State Provisions. This Agreement is further subject to the terms and conditions set forth in Exhibit C. In the event of a conflict between the terms and conditions of this Agreement and Exhibit C, the terms and conditions in Exhibit

C shall control. In the event of a conflict between this Agreement and the terms of a Confirmation, the terms of the Confirmation shall control.

30. Defined Terms

"Administrative Fee" means a fee of \$0.01 per Therm.

"Business Day" means any day except Saturday, Sunday, or a Federal Reserve Bank holiday, between the hours of 8:00 a.m. and 5:00 p.m. Eastern Prevailing Time.

"Costs" means fees, commissions, administrative, operating, and other transaction costs, reasonably incurred as a result of the termination of obligations under, and new obligations that replace, a Terminated Transaction; the Administrative Fee, when Supplier is the non-defaulting Party; and reasonable attorneys' fees incurred in connection with the foregoing and enforcing a Party's rights in relation to such termination.

"Customer Default" means, with respect to the Customer, the occurrence of any of the following: (a) the failure of Customer 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 Customer herein being false or misleading in any material respect when made or ceases to remain true during the term of any Confirmation; (c) the failure of Customer 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, receivership, administration or other 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 as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to provide Performance Assurance or otherwise satisfy its obligations under Section 8 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 any Confirmation then in effect; (g) an Effective Removal of any Point of Service Location(s) prior to the expiration of the Delivery Term set forth in a Confirmation; or (h) Customer's failure to cooperate with Supplier as reasonably required in order for Supplier to perform its obligations under this Agreement.

"Customer Early Termination Payment" means the aggregated net amount equal to (i) for each terminated Transaction, the present value of such Terminated Transaction minus the present value of a Replacement Transaction; plus (ii) Supplier's Costs.

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"Delivery Point" means the point specified in a Confirmation at which title to the natural gas provided hereunder passes from Supplier to Customer.

"Effective Date" means the date the Master Agreement was executed by the Parties as specified in the signature block of the Master Agreement.

"Effective Removal" means a Material Usage Deviation at a Point of Service Location which makes Supplier's service of the Point of Service Location(s) uneconomical, in Supplier's sole discretion. Such usage decrease shall be treated as a removal of such Point of Service Location(s) from the applicable Confirmation and shall constitute a Customer Default as to that specific Point of Service Location.

"Force Majeure" means an event which 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 by the exercise of due diligence the Claiming Party cannot overcome, including, but not limited to, acts of God; fire; flood; terrorism; breach or non-performance by the LDC; natural gas transportation and distribution interruption, including without limitation a condition resulting in the curtailment or related disruption of natural gas supply or transmission on the natural gas transmission and/or distribution system, including a Force Majeure event experienced by any utility, LDC or governmental agency; earthquake; war; riot; or requirements, actions or failure to act on the part of governmental authorities.

"Forecast Usage" means the consumption volume of natural gas agreed upon by Customer and Supplier and specified in a Confirmation based upon at least one year of historical usage information provided to Supplier concerning Customer's load requirements for each Point of Service Location in a Confirmation.

"Material Usage Deviation" means any non-weather related shift or change in Customer's monthly usage of natural gas for any single Point of Service Location which is equal to or greater than a 10% increase or decrease from the Forecast Usage for that single Point of Service Location.

"Mcf" means 1,000 cubic feet of natural gas.

"Replacement Transaction" means a replacement contract for the applicable Transaction, calculated using the remaining Forecast Usage specified in the applicable Confirmation as of the termination date multiplied by the then current market

prices reasonably expected to be available. A Party is not required to enter into a replacement contract to determine its damages. Current market prices may be determined by reference to information available internally to Supplier or from third parties, including any or all settlement prices of NYMEX gas futures contract, quotations from leading dealers, similar sales or purchases or other bona fide offers, all as commercially available and adjusted for differences in term, transportation costs and other relevant factors.

"Supplier Default" means the occurrence of any of the following: (a) the failure of Supplier 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; or (b) Supplier (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, receivership, administration or other 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 as part of bankruptcy proceeding or reorganization for the benefit of creditors.

"Supplier Early Termination Payment" means the aggregated net amount equal to (i) for each terminated Transaction, the present value of a Replacement Transaction minus the present value of such Terminated Transaction; plus (ii) Customer's Costs.

"Terminated Transaction" means for each Transaction terminated pursuant to this Agreement, the present value of the Transaction had it not been terminated, calculated using the remaining Forecast Usage specified in the applicable Confirmation as of the termination date multiplied by the Contract Price specified in the applicable Confirmation.

"Taxes" means all federal, state, and local taxes, utility, gross receipts, franchise, excise and other taxes, fees, licenses, permits and assessments, emission allowance costs, or governmental charges imposed as a result of Customer's purchase of natural gas from Supplier; provided however, that the term shall not be construed to include federal or state taxes imposed on Supplier's net income or property.

"Therm" means a unit of heat equal to 100,000 British thermal units.



**Mansfield Power and Gas, LLC
Commercial Gas Sales Agreement**

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Agreement effective as of the Effective Date.

SUPPLIER: MANSFIELD POWER AND GAS, LLC

CUSTOMER: Pana CUSD 8

By: _____

Name: _____

Title: _____

DocuSigned by:
Jason Bauer
CE7E4582BC5349B...
By: _____
Name: Jason Bauer
Title: Superintendent
10/11/2022

Effective Date: _____



Exhibit A: Form of Transaction Confirmation

Master Commercial Natural Gas Sales Agreement

Between Mansfield Power & Gas, LLC (Supplier) and Lewistown CUSD 97 (Customer)

Transaction Confirmation Date: October 11, 2022

This Transaction Confirmation is an integral part of the Master Commercial Natural Gas Sales Agreement. The Parties hereby agree to the terms and conditions set forth herein for Customer's Point of Service Locations set forth in Exhibit B hereto. Capitalized terms not otherwise defined in the Exhibit shall have their meanings set forth elsewhere in the Agreement.

Summary of Terms

Delivery Term: 7 Months
Delivery Period Start Date: December 1, 2022 Meter Read
Delivery Period End Date: June 30, 2023 Meter Read
Local Distribution Company: Ameren
Delivery Point: Citygate
Product Type: Fixed Priced Full Requirements / 100% Swing

Contract Price: Customer shall pay the Contract Price multiplied by each therm of natural gas provided hereunder ("Usage") for each applicable billing period. The Contract Price equals the Commodity Price, as set forth below. The Contract Price may also include a separate line item for all supply-based charges, balancing and nomination costs, applicable Taxes, and regulatory fees. Supplier may collect Taxes from Customer by invoicing Customer for the amount of such Taxes.

Commodity Price (\$/Therm): **\$0.7662**

Account Information: Customer represents the account information listed on Exhibit B, Point of Service Location(s), is for Customer's own account(s) with Customer's local utility. Customer acknowledges Supplier will rely on the accuracy of the account information listed on Exhibit B in performing its obligations under this agreement. Customer authorizes Supplier to prepare and submit to Customer's local utility any required documents appointing Supplier as Customer's natural gas service provider including authorizing the release of Customer specific information to Supplier. Customer will provide to Supplier all account information and documents required to appoint Supplier as Customer's natural gas service provider no later than five (5) days prior to any deadline designated by Customer's utility. Costs and expenses incurred by Supplier as a result of a delayed or unsuccessful enrollment will be Customer's sole responsibility, provided the delay or failure is not a direct result of any action or inaction by Supplier. Customer represents to Supplier all accounts can be enrolled on the Start Date for the sale and purchase of natural gas.

Forecast Usage:

Month	Volume (Therm)	Month	Volume (Therm)
Jan	17,800	Jul	500
Feb	18,300	Aug	700
Mar	9,100	Sep	1,000
Apr	5,600	Oct	4,800
May	2,100	Nov	11,100
Jun	600	Dec	15,900

Payment Terms: Dual Billing: Payment to Supplier is due (20) twenty days on or before the Supplier invoice due date.

Supplier shall calculate Customer's invoice based on Customer's actual usage. Supplier's ability to invoice Customer is dependent on the LDC's ability to furnish Supplier with all necessary information, including Customer's metered usage. If Supplier has not timely received such information from the LDC, Supplier will, to the extent necessary, estimate charges and credits for a billing period and reconcile such estimates against actual charges and credits in a future invoice(s). Each invoice is also subject to adjustment for errors in arithmetic, computation, meter readings or other errors, provided that interest shall not accrue on such adjustments. As supplemented by this Transaction Confirmation, all other Terms and Conditions contained in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

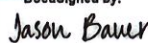
Mansfield Power & Gas, LLC

Customer: Pana CUSD 8

By: _____

Title: _____

Date: _____

DocuSigned by:

 By: _____
 Title: Superintendent
 Date: 10/11/2022

**Exhibit B: Point of Service Locations
Master Commercial Gas Sales Agreement**



Name	Address	Account Number	Meter Number	Rate Code
Pana Middle School	203 W. 8 th St., Pana, IL 62557	06560-36310	01805095	GDS-2
Pana CUSD #8 High School	201 8 th St., Pana, IL 62577	1667-41032	09729998	GDS-3
Pana Unit School Dist. #8	200 Sherman St., Pana, IL 62557	65560-36414	01609583	GDS-2
Pana Lincoln School	614 E. 2 nd St., Pana, IL 62577	75560-36716	2TC92978	GDS-2
Pana Community Unit School District #8	14 E. Main St., Pana, IL 62577	85560-36010	93030250	GDS-2



Exhibit A: Form of Transaction Confirmation

Master Commercial Natural Gas Sales Agreement

Between Mansfield Power & Gas, LLC (Supplier) and Lewistown CUSD 97 (Customer)

Transaction Confirmation Date: October 11, 2022

This Transaction Confirmation is an integral part of the Master Commercial Natural Gas Sales Agreement entered into October 11th, 2022. The Parties hereby agree to the terms and conditions set forth herein for Customer's Point of Service Locations set forth in Exhibit B hereto. Capitalized terms not otherwise defined in the Exhibit shall have their meanings set forth elsewhere in the Agreement.

Summary of Terms

Delivery Term: 13 Months
Delivery Period Start Date: July 1, 2023 Meter Read
Delivery Period End Date: July 31, 2024 Meter Read
Local Distribution Company: Ameren
Delivery Point: Citygate
Product Type: Fixed Priced Full Requirements / 100% Swing

Contract Price: Customer shall pay the Contract Price multiplied by each therm of natural gas provided hereunder ("Usage") for each applicable billing period. The Contract Price equals the Commodity Price, as set forth below. The Contract Price may also include a separate line item for all supply-based charges, balancing and nomination costs, applicable Taxes, and regulatory fees. Supplier may collect Taxes from Customer by invoicing Customer for the amount of such Taxes.

Commodity Price (\$/Therm): \$0.6263

Account Information: Customer represents the account information listed on Exhibit B, Point of Service Location(s), is for Customer's own account(s) with Customer's local utility. Customer acknowledges Supplier will rely on the accuracy of the account information listed on Exhibit B in performing its obligations under this agreement. Customer authorizes Supplier to prepare and submit to Customer's local utility any required documents appointing Supplier as Customer's natural gas service provider including authorizing the release of Customer specific information to Supplier. Customer will provide to Supplier all account information and documents required to appoint Supplier as Customer's natural gas service provider no later than five (5) days prior to any deadline designated by Customer's utility. Costs and expenses incurred by Supplier as a result of a delayed or unsuccessful enrollment will be Customer's sole responsibility, provided the delay or failure is not a direct result of any action or inaction by Supplier. Customer represents to Supplier all accounts can be enrolled on the Start Date for the sale and purchase of natural gas.

Forecast Usage:

Month	Volume (Therm)	Month	Volume (Therm)
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Payment Terms: Dual Billing: Payment to Supplier is due (20) twenty days on or before the Supplier invoice due date.

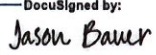
Supplier shall calculate Customer's invoice based on Customer's actual usage. Supplier's ability to invoice Customer is dependent on the LDC's ability to furnish Supplier with all necessary information, including Customer's metered usage. If Supplier has not timely received such information from the LDC, Supplier will, to the extent necessary, estimate charges and credits for a billing period and reconcile such estimates against actual charges and credits in a future invoice(s). Each invoice is also subject to adjustment for errors in arithmetic, computation, meter readings or other errors, provided that interest shall not accrue on such adjustments. As supplemented by this Transaction Confirmation, all other Terms and Conditions contained in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

Mansfield Power & Gas, LLC

Customer: Pana CUSD 8

By: _____
 Title: _____
 Date: _____

DocuSigned by:

 By: _____
 Title: Superintendent
 Date: 10/11/2022

**Exhibit B: Point of Service Locations
Master Commercial Gas Sales Agreement**



Name	Address	Account Number	Meter Number	Rate Code
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Pana Unit School Dist. #8	200 Sherman St., Pana, IL 62557	65560-36414	01609583	GDS-2
Pana Lincoln School	614 E. 2 nd St., Pana, IL 62577	75560-36716	2TC92978	GDS-2
Pana Community Unit School District #8	14 E. Main St., Pana, IL 62577	85560-36010	93030250	GDS-2



Exhibit C: State Specific Terms and Conditions - Illinois Master Commercial Gas Sales Agreement

The following terms and conditions apply to any Transaction in which delivery of natural gas occurs in the State of Illinois. To the extent that the terms set forth in this Exhibit C conflict with the Master Gas Sales Agreement, the terms of this Exhibit C shall control. Any capitalized term not defined in this Exhibit have the meaning assigned to such term in the Master Agreement.

1. Definitions

The following terms shall have the meanings set forth below when used in the Agreement or in this Exhibit C.

"**Delivery State**" means the State of Illinois.

"**ICC**" means the Illinois Commerce Commission.

"**Local Distribution Company**" means the utility distributing natural gas, delivered to its citygate from a transmission pipeline or gathering system, to residential, commercial and industrial end-users over a local geographic area ("LDC").

"**Public Utilities Act**" means the legislation enacted by the Illinois Legislature and codified at 220 Illinois Compiled Statutes ("ILCS") 05-101 et. seq.

2. Disclosures and Additional Terms

Letter of Authorization: Upon the execution of a Confirmation, Customer shall also execute the Letter of Authorization-Agency attached to this Exhibit C.

Customer Representation/Waiver of Protection Rules: Customer represents and warrants to Supplier that it is not purchasing natural gas hereunder for residential use. Customer further represents and warrants to Supplier that it consumes more than 5,000 therms of natural gas annually for its premises located within Illinois. Customer and Supplier acknowledge and agree that regulations or state laws enacted to protect residential and very small commercial consumers do not apply to this Agreement. If there is any conflict between any such rules and this Agreement, the Parties acknowledge that this Agreement will control.

Repair Services: If Customer is receiving consolidated billing services from Supplier, Supplier consents to Customer directly instructing the LDC to perform repair services and Supplier shall invoice Customer for the actual costs billed to Supplier by the LDC for the performance of such repair services.

3. Invoices and Billing

Change in Billing Method. If Supplier, at its sole election, chooses to switch to Utility Consolidated Billing (if available) or the Dual Billing Option, it shall provide at least thirty (30) days prior written notice to Customer of such change. If the Utility Consolidated Billing or Dual Billing Option is implemented, all invoicing and payment requirements, including payment due date, late payment charges, deposit requirements and payment methods, shall all be determined by the LDC in accordance with applicable law and the LDC tariff. Customer shall comply with such terms and pay the invoice submitted by the LDC by the due date established by the LDC.

Disconnection of Service. The LDC has the right, pursuant to the Public Utilities Act Sec. 8-202 and the terms of the LDC's tariff, to disconnect electricity service in specified instances in which Customer fails to timely pay its invoices. In such instance, The LDC is required to give Customer prior written notice of such disconnection and an opportunity for Customer to pay its past due invoices. This disconnection right of the LDC applies to this Agreement and to the natural gas service provided by Supplier.

Tax Exemption Notice: If Supplier does not receive the proper tax exemption documentation within thirty (30) days of enrollment date, Customer must petition the Delivery State for any tax refunds due.

4. Notices

MANSFIELD POWER AND GAS LLC

NOTICES/ CORRESPONDENCE:

Mansfield Power and Gas LLC
notices@mansfieldpowergas.com

BILLING/ACCOUNTING MATTERS:

Mansfield Power and Gas LLC
1025 Airport Parkway
Gainesville, GA 30501
Attn: Billing and Accounting

Telephone: (678) 207-3045

Email:

Accountsreceivable@mansfieldpowergas.com

PAYMENTS:

Payment by Wire/ACH to
JPMorgan Chase
Wire: 021000021
ACH: 061092387
Account Name: Mansfield Power & Gas
Acct. # 133828639

CUSTOMER

NOTICES/ CORRESPONDENCE:

Pana CUSD 8
14 Main Street
Pana, IL 62557
Jason Bauer
217-562-1500
jbauer@panaschools.com

BILLING/ACCOUNTING MATTERS:

Same as Notices/Correspondence contact information unless otherwise set forth below:

5. Outages or Emergency Contact Information

For Emergencies or Gas Leaks, call your respective LDC below:

Ameren Illinois: 1-800-755-5000
North Shore Gas Company: 1-866-556-6005
Nicor Gas Company: 1-888-642-6748
Peoples Gas: 1-866-556-6002

6. ICC Consumer Services Division:

For further information on your consumer rights, education regarding the Illinois natural gas customer choice program, or to file a complaint, you may contact the ICC Consumer Services Division at 1-800-524-0795 or 1-800-858-9277-TTY; or on the internet at www.icc.illinois.gov/complaints; or by mail at Illinois Commerce Commission, 527 East Capitol Ave., Springfield, IL 62701.

LETTER OF AUTHORIZATION AND AGENCY

As evidenced by the signature below and the execution of Exhibit A of the Master Commercial Natural Gas Sales Agreement dated October 11, 2022 ("Confirmation"), and in accordance with prices, terms and conditions set forth in the Confirmation and the Master Gas Sales Agreement by and between Pana CUSD 8 ("Customer") and Mansfield Power and Gas, LLC ("Supplier"), Customer hereby agrees to the following:

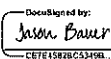
A. Customer authorizes Supplier to take all actions required to switch Customer's natural gas service provider to Supplier as of the Start Date specified below for the Customer service locations listed in Exhibit B of the Master Commercial Natural Gas Sales Agreement. Customer specifically authorizes Supplier to submit to Nicor ("LDC") a Direct Access Switch Request ("DASR") required for Supplier to begin providing natural gas to Customer as of the Start Date.

B. Customer authorizes LDC to provide Supplier with information concerning Customer's historical usage, rate class designation and other Customer load and billing data required for Supplier to provide service to Customer.

C. Customer understands and acknowledges that it may owe charges to its current natural gas provider as a result of switching providers. Customer should consult with its current natural gas provider to determine if any such charges would be incurred.

Delivery Period:

Start Date:	End Date:
12/1/2022	7/31/2024

Customer: Pana CUSD 8
By: 
Title: Superintendent
Date: 10/11/2022

Customer Billing Address:

Pana CUSD 8, 14 Main Street, Pana, IL 62557
