

This Exhibit A is made a part of, and pursuant to terms of, the Master Retail Gas Sales Agreement dated October 24, 2006 between Buyer and Seller identified herein.

**SELLER:**

WPS Energy Services, Inc.  
3 Westbrook Corporate Center, Suite 550  
Westchester, IL 60154  
Attn: June Miller  
Phone: 708 409 9837  
Fax: 708 409 9876  
E-Mail: jmiller@wpsenergy.com  
Account Executive: Debbie Lucas  
Phone: 708 409 9859

**BUYER:**

Dana Point Condominiums  
1519 E. Central Road  
Arlington Heights, IL 60005  
Attn: Larry Miller  
Phone: 847 228 5176  
Fax: 847 228 5190  
E-Mail:  
Agent/Assoc: None

**Delivery Period:** December 1, 2006 to November 30, 2008

**Contract Quantity:** Full Requirements.

**Service Level:** Firm

**Price:** (1) From December 1, 2006 to July 31, 2007: WPS-ESI (IL) Interim Bundled Managed Supply. WPS-ESI (IL) Interim Bundled Managed Supply is the pricing mechanism that will be in effect hereunder until Buyer qualifies for entry into the WPS-ESI (IL) Bundled Managed Supply program. Under the WPS-ESI (IL) Interim Bundled Managed Supply program, the participants are aggregated together and follow the same purchasing philosophy as WPS-ESI (IL) Bundled Managed Supply (see below), but are not aggregated with the WPS-ESI (IL) Bundled Managed Supply program participants until the effective date of their enrollment in that program as noted below.

(2) From August 1, 2007 to November 30, 2008: WPS-ESI (IL) Bundled Managed Supply.

WPS-ESI (IL) Bundled Managed Supply price is a pricing mechanism that includes all commodity, transportation, and administrative charges, as well as charges and/or credits associated with Incremental Supply purchases and the sale of Fixed Price commodity, if applicable, pursuant to Section 2.3 of the Master Retail Gas Sales Agreement, provided however, if Balancing Service charges are itemized on this Exhibit A, those charges are not included in the WPS-ESI (IL) Bundled Managed Supply price. Exclusive of these charges, the commodity, transportation, balancing and administrative fees will be shared pro rata across participants in the WPS-ESI (IL) Bundled Managed Supply program. WPS-ESI (IL) Bundled Managed Supply price is directed primarily by STEPS (Statistical Energy Procurement Strategy), a proprietary risk management model. Seller reserves the right to update STEPS and its modeling tools in order to incorporate new information and to use information not tracked by the model when making procurement decisions for the WPS-ESI (IL) Bundled Managed Supply program.

If Buyer's Use or operation increases the costs of managing the WPS-ESI (IL) Managed Supply program such that Seller, in its sole discretion concludes that it would be inappropriate for other program participants to bear the costs attributable to Buyer, then Buyer agrees to bear said incremental costs.

**Delivery Point(s):** Transporter Citygate

<u>Transporter</u>	<u>Service Address</u>	<u>Transporter Account Number</u>	<u>Transporter Meter Number</u>	<u>Transporter Rate/Rider</u>
NICOR	1405 E. Central Rd	140619600	2993922	Rate 74
NICOR	1415 E. Central Rd	140619540	3776235	Rate 74
NICOR	1505 E. Central Rd	140619530	2786337	Rate 74
NICOR	1515 E. Central Rd	140619520	2692418	Rate 74
NICOR	1605 E. Central Rd	140619510	3776158	Rate 74
NICOR	1615 E. Central Rd	140619502	3776056	Rate 74

**Special Conditions:**
**Daily Balancing Service:**

**Seller's Responsibilities:** Seller agrees to monitor and review all information provided to the Seller by Buyer and Transporter regarding Buyer's daily gas use. Based on such information, Seller shall use commercially reasonable effort to keep Buyer within the balancing parameters established by Transporter and shall bear financial responsibility for all Imbalance Charges assessed by Transporter, provided Buyer's Use of Gas continues with the same level of predictability and Buyer fulfills its obligations noted below.

**Buyer's Responsibilities:** Buyer hereby appoints Seller as its agent for the purposes of balancing, including the receipt of current and historic Usage data from Transporter. Buyer agrees to (i) assist Seller in the timely collection of data directly and through Transporter, (ii) maintain the metering device and telephone line as required by Transporter for Seller to receive Usage data electronically, and (iii) notify Seller of any material changes in expected usage patterns. If Usage data is unavailable electronically, Buyer shall obtain usage data manually and deliver that information weekly via electronic mail or facsimile, or as requested by Seller. If Buyer does not provide usage data as requested by Seller, then Buyer shall bear financial responsibility for any resulting Imbalance Charges and/or Cashout.



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**Constraint Day:** Seller bears financial risk for any Imbalance charges assessed by Transporter on a Constraint Day, provided that Buyer's Use does not exceed the Transporter assigned maximum daily contract quantity.

**Adjustments:** The price and/or terms of the Daily Balancing Service may be adjusted by Seller with thirty days written notice to Buyer, to reflect costs associated with any law, statute, regulation, tariff, or any governmental permit or approval that has been modified, changed, replaced, supplemented or administered in a manner that adversely affects the economic benefits originally intended to accrue to the Seller under this Agreement.

**Invoicing:** Seller shall provide Buyer with a monthly invoice based on quantities nominated.

**Consolidated Billing Service:** Seller shall provide one monthly invoice including all commodity, transportation, and management fees and expenses as well as Transporter distribution fees. Any past due charges assessed by the Transporter, or charges that apply to service prior to the effective date of this Exhibit A that are assessed by the Transporter will not be included in this Service.

**Term:** This Exhibit A is effective for the Delivery Period noted above.

Notwithstanding the Delivery Period identified above, the parties agree that this Agreement shall renew annually unless Adequate Written Notice terminating the Agreement is provided by either Party to the other. Adequate Written Notice means that written notice, clearly identifying the Parties, the contract, and the request for termination addressed and delivered pursuant to the Notices provision hereof, provided however, any such notice received during the Winter season, defined as November 1st through March 31<sup>st</sup>, shall be effective March 31<sup>st</sup> of the following Winter season, and any notice received during the Summer season, defined as, April 1<sup>st</sup> through October 31<sup>st</sup>, shall be effective on the last day of the month occurring 12 months from the date of notice.

Upon renewal, the price shall remain the WPS-ESI (IL) Managed Supply price, the Service Level and the applicability and price of Firm Reservation and/or Balancing Service shall remain as provided on this Exhibit A, or as otherwise agreed to for the renewal term pursuant to a Revised Exhibit A.

IN AMPLIFICATION, AND NOT LIMITATION, OF SECTION 15 OF THE AGREEMENT, SELLER MAKES NO WARRANTY OF, AND ASSUMES NO RESPONSIBILITY FOR, THE SATISFACTION OF PRICE ASSUMPTIONS A BUYER MIGHT HAVE FOR PRICES SECURED UNDER THIS PROGRAM AND AND/OR FOR PRICES SECURED UNDER THIS PROGRAM RELATIVE TO OTHERS.

**Seller:** WPS Energy Services, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Buyer:** Dana Point Condominiums

Signature: \_\_\_\_\_

Name: Larry Miller

Title: President

Date: \_\_\_\_\_